



	Notice of Request for Grant Application (RFGA)		AHCCCS Arizona Health Care Cost Containment System 701 East Jefferson, MD 5700 Phoenix, Arizona 85034
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SERVICE:	KIDSCARE ENROLLMENT ASSISTANCE PARTNERS
RELEASE DATE	November 19, 2007
DEADLINE	<p>Proposals shall be submitted on or before 3:00 p.m. (Arizona MST Time) on December 31, 2007. Early Submission of Proposals is advised.</p> <p>Philip M. Baldwin Senior Procurement Specialist AHCCCS, Contracts and Purchasing Section (First Floor) 701 East Jefferson, Phoenix AZ. 85034</p> <p>Questions: Questions concerning this solicitation shall be submitted to the solicitation contact person named above, in writing either via telefax or e-mail (preferred) by December 10, 2007 5:00 PM, at the latest.</p> <p>Please mail or deliver One (1) original and six (6) copies with proposal information.</p> <p>TELEFAXED, ELECTRONIC OR LATE APPLICATIONS WILL NOT BE ACCEPTED.</p>
SPECIAL ACCOMMODATION	Persons with a disability may request a reasonable accommodation, such as a sign language interpreter, by contacting the person named above. Requests should be made as early as possible to allow time to arrange the accommodation.
PRE-APPLICATIONS CONFERENCE	Prospective applicants are encouraged to attend a conference on Monday, November 26, 2007 from 10:00 AM to 12:00 PM at AHCCCS, Gold Room, 3rd floor, 701 East Jefferson, Phoenix AZ. 85034. The purpose of the meeting is to discuss and clarify this Request for Grant Application(s).
PROCUREMENT GUIDELINES	<p>In accordance with A.R.S. 41-2701, competitive sealed grant applications for the services specified within this document will be received by the AHCCCS Contracts and Purchasing Section (First Floor) at the above specified location until the time and date cited.</p> <p>Grant applications must be in the actual possession of the AHCCCS CONTRACTS AND PURCHASING SECTION (FIRST FLOOR) 701 East Jefferson, Phoenix AZ. 85034 on or prior to 3:00 p.m. (Arizona MST Time) on December 31, 2007. TELEFAXED, ELECTRONIC OR LATE GRANT APPLICATIONS WILL NOT BE CONSIDERED.</p> <p>Grant applications must be submitted in a sealed envelope with the Grant Application Number and the applicant's name and address clearly indicated on the envelope.</p> <p>All applications must be type written, and copied on disk the complete Grant Application must be returned prior to the time and date cited above. Additional instructions for preparing a grant application are included within this document.</p>

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PROCUREMENT GUIDELINES, cont.	<p>Applicants are strongly encouraged to carefully read the entire Request for Grant Application document.</p> <p>It is the sole responsibility of applicants to check the AHCCCS website for any changes to this RFGA http://www.azahcccs.gov/Contracting/RFP.asp</p>
GRANT INFORMATION	<p>GRANT TYPE: Fixed fee</p> <p>GRANT TERM: The term of the grant shall commence in January 2008 and shall remain in effect until June 30, 2008, unless terminated, cancelled or extended, as otherwise provided herein.</p>
CONTACT INFORMATION	<p>Philip M. Baldwin, ACSW AHCCCS Contracts & Purchasing Section Senior Procurement Specialist Phone: (602) 417-4823 Email: Philip.Baldwin@azahcccs.gov</p>

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**CERTIFICATION
OFFER AND ACCEPTANCE FORM
TO ARIZONA Health Care Cost Containment System:**

The Undersigned hereby agrees, if awarded a grant, to all terms, conditions, requirements and amendments in this solicitation document and any written exceptions, as accepted by the State, in the application.

Arizona Transaction (Sales) Privilege Tax License No.:	Name of Point of Contact Concerning this Application:
_____	Name: _____
Federal Employer Identification No.:	Phone: _____ Fax: _____
_____	E-Mail: _____
_____	_____
Name of Applicant	Signature of Person Authorized to Sign Offer
_____	_____
Address	Printed Name
_____	_____
City State Zip Title	

CERTIFICATION

By signature in the Offer section above, the applicant certifies:

1. The submission of the offer did not involve collusion or other anti-competitive practices.
2. The applicant shall not discriminate against any employee or applicant for employment in violation of Federal Executive Order 11246, State Executive Order 99-4 or A.R.S. §§ 41-1461 through 1465.
3. The applicant has not given, offered to give, nor intends to give at any time hereafter any economic opportunity, future employment, gift, loan, gratuity, special discount, trip, favor, or service to a public servant in connection with the submitted offer. Failure to provide a valid signature affirming the stipulations required by this clause shall result in rejection of the offer. Signing the offer with a false statement shall void the offer, any resulting contract and may be subject to legal remedies provided by law.
4. **The applicant certifies that the above referenced organization ___ is/___ is not a small business with less than 100 employees or has gross revenues of \$4 million or less.**

ACCEPTANCE OF APPLICATION

The Application is hereby accepted.


The Applicant is now bound to perform as stated in the attached grant application and based upon the RFGA solicitation document, including all terms, conditions, requirements, amendments, etc. and the Applicant's grant application as accepted by the State.

This grant shall henceforth be referred to as Grant No. _____.

AHCCCS

Awarded this _____ day of _____, 20____

Michael Veit, as AHCCCS Contracting Officer and not personally

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1. Introduction

Despite ongoing efforts to address the issue, over 1.1 million Arizonans are without health insurance and currently Arizona has the 4th highest rate in the country for percentage of children without health insurance. Of the total number of uninsured children in Arizona, approximately 130,000 are eligible for existing state health coverage programs, such as KidsCare. To begin addressing this issue and educating families about existing programs, the Arizona State budget for Fiscal Year 2007-2008 included funds to conduct KidsCare Outreach activities.

The State of Arizona and the AHCCCS Administration believe access to health care is critical for children to be healthy and ready to succeed. The health status of children is also key to their educational outcomes. One study found that children enrolled in health insurance, such as KidsCare, improved their attendance and performance in school by 68 percent.¹ Another study revealed that children who were previously uninsured double their reading scores after they received health insurance.²

The Arizona Health Care Cost Containment System (AHCCCS) is interested in increasing the number of children and adolescents with health insurance. To achieve that goal, AHCCCS is seeking Enrollment Assistance Partners to focus efforts on providing enrollment assistance to uninsured potentially eligible children and adolescents with the Health-e Arizona web-based application tool.

Health-e-Arizona Web-Based Application Tool

Health-e-Arizona was developed as a cooperative effort by El Rio Health Center, Community Health Centers Collaborative Ventures, Inc. (CHCCV), St. Luke's Health Initiative, AHCCCS, DES, the California HealthCare Foundation and Deloitte Consulting.


Health-e-Arizona is a web-based, eligibility screening and application referral system that enables families to apply for a variety of health programs and services.

Health-e-Arizona screens applicants as follows:

- Health-e-Arizona screens each applicant for eligibility for most Arizona Medicaid programs and KidsCare.
If the applicant does not screen eligible for a State program, the system may also screen for eligibility for other discounted health care programs:
- Subsequently applications are referred electronically to the appropriate agencies.

¹ Families USA Foundation, "Good for Kids, Good for the Economy: Health Coverage for All Kids in Illinois," 2005.

² Council of Chief State School Officers, "Building Bridges to Healthy Kids and Better Students," 2002.

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- Approximately 30 community organizations, including clinics, hospitals, and social service agencies are currently subscribing to the Health-e-Arizona application tool. Together these organizations are submitting over 3000 applications each month to KidsCare/AHCCCS/DES.

Through this grant, AHCCCS will reimburse contracted Enrollment Assistance Partners for Health-e-Arizona subscription fees; there are no funds available for purchase of computers or computer updates. Partners must contract with Health-e-Arizona; sign a user agreement(Attachment B); have all staff and volunteers who use the Health-e-Arizona system sign user agreements; and strictly comply with applicant confidentiality laws. Also, Enrollment Assistance Partners must be willing to send staff and volunteers using Health-e-Arizona for a one day training session at AHCCCS in Phoenix.

Special Rates for KidsCare Enrollment Assistance Partners subscribing to Health-e-Arizona will be:

Initial \$1,500 which covers the first three months including set-up and training

Months 4-12 \$400/month-AHCCCS only has funding, at this time, for months 1-6.

Enrollment Assistance Partners will be encouraged to collaborate and work in conjunction with KidsCare Community Outreach Partners in relevant areas.


KidsCare Enrollment Assistance Partners will focus on children and adolescents eligible for Title XXI, Children’s Health Insurance Program, known as “KidsCare.” KidsCare provides health care coverage to eligible children up to age 19, both living with their families and living on their own. As of September 2007, KidsCare enrollment is 65,376. In addition, some children who apply for KidsCare will instead qualify for AHCCCS health insurance (Medicaid) because of income level.

The effective date of the grants will be upon execution. AHCCCS reserves the right to execute the grants at the times most advantageous to AHCCCS.

2. Grant Purpose

The Arizona Health Care Cost Containment System (AHCCCS) requests proposals from community-based organizations, faith-based groups, 501 (c)(3) non-profit organizations, health promotion programs and local governments to perform outreach and enrollment assistance to families with eligible uninsured children and adolescents, up to age 19, in targeted geographic areas. Note: Hospital systems, current Health-e-Arizona subscribers, AHCCCS contractors/health plans and their affiliates are not eligible to apply.

Proposals should be for a 12-month period from January, 2008 through December 31, 2008. This

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will allow for the development of long-term strategies, even though outreach funding has only been made available for the first period from January, 2008 through June 30, 2008. For that period, AHCCCS has a budget of \$27,000 for Enrollment Assistance Partnerships. Although AHCCCS is requesting funding for the 2008-2009 Fiscal Year, applicants must be aware that AHCCCS currently only has funds available for Enrollment Assistance Partnerships through June 30, 2008 for the grant.

AHCCCS will require Enrollment Assistance Partners to serve as a resource for their local community, including local schools, churches, faith-based groups, and KidsCare Community Outreach Partners, by providing application assistance, for both initial and renewal applications. Enrollment Assistance Partners will be expected to recruit potential KidsCare Applicants from areas beyond their target population and to assist any applicant from any area who seeks application assistance.


Partners will also make efforts to assist AHCCCS with retention of children already on Kids Care once they have been enrolled by emphasizing the importance of health care coverage to overall health outcomes and explaining the renewal process during initial enrollment assistance.

Proposals should indicate the target audience to be served through the use of Health-e-Arizona to provide enrollment assistance. Preference will be given to:

- Organizations with demonstrated success in outreach practices and enrollment of families into KidsCare, AHCCCS programs, or similar programs;
- KidsCare Community Outreach partners;
- Organizations physically located in counties currently without Health-e-Arizona subscribers particularly:
 - Gila
 - La Paz
 - Mohave

3. Grant objectives

- 3.1 Increase the number of children and adolescences with health care coverage
- 3.2 Provide information and enrollment assistance to families with potentially eligible children
- 3.3 Provide education to families about the importance of maintaining health care coverage for their children, including reapplying for benefits when required, and how to navigate the AHCCCS system once enrolled


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4. **Qualifications to apply for Grant**

The Arizona Health Care Cost Containment System (AHCCCS) requests proposals from community-based organizations, faith-based groups, non-profit organizations with 501(c)(3) status, health promotion programs and local and county governments to perform outreach and enrollment assistance to families with eligible uninsured children and adolescents, up to age 19, which meet the following qualifications. Note: Hospital systems, registered AHCCCS providers, current Health-e-Arizona subscribers, AHCCCS contractors/health plans and their affiliates are not eligible to apply for this grant funding.

Qualifications:

- 4.1 The Offeror must have demonstrated knowledge and understanding of the culture and language of the identified geographic areas to be served;
- 4.2 The Offeror must provide evidence of connections within the target community and to the population of individuals who are potentially KidsCare or AHCCCS eligible;
- 4.3 The Offeror's key staff must have ability to develop and maintain the proposed program and to comply with the requirements and conditions as described in the grant;
- 4.4 The Offeror must have the hardware and software to meet the minimum requirements for the Health-e-Arizona system requirements (See Attachment A);
- 4.5 The Offeror grant must be willing and able to: contract with Health-e-Arizona; sign a user agreement (See Attachment B); have all staff and volunteers who use the Health-e-Arizona system sign user agreements; and be vigilant concerning applicant confidentiality;
- 4.6 The Offeror must have staff and / or volunteers who are familiar with basic computer operations, can type (speed is not an issue) and use a mouse;
- 4.7 The Offeror must be willing and able to send to Phoenix, at the Offeror's expense, staff and volunteers who will be submitting applications on the Health-e-Arizona system, and/or supervising staff who will be using Health-e-Arizona for a one day training, if the Offeror qualifies for the grant. The Offeror must also designate a staff member to be a Health-e-Arizona Site Administrator. The Site Administrator has functions that are not available to Application Assistors or Supervisors, including adding users, resetting passwords, modifying users' profiles, deactivating users, managing their organization and locations, and viewing reports. The Site Administrator must attend the one-day training session and must also attend training related to Site Administrator functions which may be provided via web-conferencing. All training must be completed by February 1, 2008.

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5. **Fund Source and Total Amount of Available Funds**

AHCCCS will reimburse Health-e-Arizona subscription costs for Partners. The Arizona State budget for Fiscal Year 2007-2008 included funding to conduct KidsCare Outreach activities. For this project AHCCCS has allocated \$27,000 to assist approximately 10 organizations to become Enrollment Assistance Partners. Organizations must contract with Health-e-Arizona and AHCCCS will reimburse the organization, dependent on availability of funds. As stated earlier, AHCCCS currently only has funds available for Enrollment Assistance Partnerships through June 30, 2008 for the grant. Although AHCCCS is requesting funding for the 2008-2009 Fiscal Year, no guarantee can be made on availability of funds for the 2008-2009 Fiscal Year.


6. **Evaluation criteria**

Evaluation criteria are listed in the relative order of importance. The evaluation will be conducted in accordance with an established evaluation plan. The award(s) will be made to the responsible Offeror whose proposal is determined to be the most advantageous to KidsCare outreach efforts, based on the following criteria:

- 6.1 Offerors who meet the objective of this grant to provide application assistance to the maximum number of potentially eligible uninsured children based on Response to Questionnaire (Exhibit B)
 - 6.1.1 KidsCare Community Outreach partners
 - 6.1.2 Organizations physically located in counties currently without Health-e- Arizona subscribers, particularly:
 - Gila
 - La Paz
 - Mohave
 - 6.1.3 Organizations with demonstrated success in outreach practices and enrollment of families into KidsCare, AHCCCS programs, or similar programs
 - 6.1.4 Organizations with work plans to expand their enrollment assistance to additional geographic areas
 - 6.1.5 Organizations with work plans to expand their enrollment assistance beyond the contract period
- 6.2 The ability, reflected in the work plan, to reach potentially eligible uninsured children and adolescents beyond the Offerors initial target population, including collaboration with community groups and KidsCare Community outreach partners.

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6.3 Ability of organization to generate additional funding to retain the Health-e- Arizona subscription after the grant monies are no longer available.

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Application Process

1. General Information:

Please note the electronic information concerning this grant will be posted on AHCCCS' website at <http://www.azahcccs.gov/Contracting/RFP.asp>, although this is not an RFP. Notification that it is open will also be posted on the State Procurement Office website at <http://www.azeps.az.gov/SolicitationInfo/Formals.htm>

Applicants will be required to submit the documents and attachments being requested as outlined in this Request for Grant Application. To prepare your application, read this document and its exhibits/attachments, follow the Grant Application Format and Guidelines section of this document, and prepare a budget and budget narrative. Refer to the Checklist on page 43 to verify inclusion of all required documentation and the proper format.

AHCCCS, Contract and Purchasing section is responsible for all activities related to submission, review of applications, awarding of contracts, and all subsequent program monitoring.


2. Applicant Contacts:

Please address questions regarding this Request for Grant Application, including technical specifications, proposal process, etc. For questions, please contact Phil Baldwin via email: Philip.Baldwin@azahcccs.gov or via fax: (602) 417-5957. Applicants may not contact any other employees of AHCCCS regarding this procurement activity while the proposal and evaluation are in process.

3. Please follow these instructions in preparing your grant application:

Read and familiarize yourself with all sections of this Request for Grant Application (RFGA) document. Remember that written amendments are posted to the AHCCCS website at <http://www.azahcccs.gov/Contracting/RFP.asp>. It is the sole responsibility of the prospective applicant to view the website for updated information. Applicants may not contact any employee of AHCCCS, except Phil Baldwin, concerning this solicitation while the application and evaluations are in process. Questions concerning this solicitation should be directed to Phil Baldwin by emailing Philip.Baldwin@azahcccs.gov or in writing by faxing your question to (602) 417-5957.

Submit one (1) original and six (6) copies of your application. The original copy of your application should be clearly marked "ORIGINAL". AHCCCS will not provide any reimbursement for the cost of developing or presenting applications in response to this RFGA. Failure to include the requested information may have a negative effect on the evaluation of the applicant's application.

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Grant Applications must be received by AHCCCS CONTRACTS AND PURCHASING SECTION (FIRST FLOOR) 701 East Jefferson, Phoenix AZ. 85034 on or prior to 3:00 p.m. (Arizona MST Time) on December 31, 2007. TELEFAXED, ELECTRONIC OR LATE GRANT APPLICATIONS WILL NOT BE CONSIDERED.

Additional materials such as promotional brochures or examples of other programs should be submitted only if they directly relate to the information requested in the application.

4. Format Required for Application


- Responses should be typed, single-spaced with one-inch margins and 12-point font used.
- Applications should be single sided, NOT duplexed.
- Number all pages and include a table of contents
- The original and each copy shall be stapled together in the left hand corner
- Enclose one (1) original copy marked “ORIGINAL” and six (6) additional copies
- A signed Offer and Acceptance document (pg. 3) must be submitted. THIS DOCUMENT MUST HAVE AN ORIGINAL SIGNATURE.
- Any amendments to the grant solicitation, if posted on the AHCCCS website, a SIGNED cover page from that application must be submitted as part of the application.
- All Exhibits must be completed as instructed.
- The organization name and the Request for Grant Application Number YH08-0004 must be CLEARLY marked on the outside of the sealed envelope/package.

Applications shall be opened publicly at the time and place designated on the cover page of this document. The name of each applicant shall be read publicly and recorded.

Applications shall be irrevocable for 150 days after the RFGA due date and time.

In the event that the number of proposals received exceeds the budget limitations, AHCCCS reserves the option award the contracts to those contractors deemed most advantageous to the State.

Keep a copy of this solicitation and your grant proposal. If awarded, the applicant shall be bound to the services listed by the grant proposal and based upon the solicitation, including all terms, conditions, specifications, amendments, etc.


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Contractor Tasks, Reporting and Evaluations

1. **Contractor Tasks**

- 1.1 Contractor will educate families regarding the importance of maintaining health care coverage for their children and how to navigate the AHCCCS system once enrolled.
- 1.2 Contractor will sign an agreement with and maintain a subscription with Health-e-Arizona.
- 1.3 Contractor will assist families to prepare for the application process by utilizing the Health-e-Arizona web-based application tool while consistently stressing the importance of submitting a complete application.
- 1.4 Contractor will serve as an ongoing resource to families during the application process with information about eligibility including assisting families to obtain and provide proper citizenship and identity documentation, and with completion of the renewal process.
- 1.5 Contractor will be aware of the available AHCCCS Acute Care Contractors (Health Plans) serving the Geographic Target Area for which the organization is contracted to conduct outreach activities. Contractor should provide complete impartial information about all available health plans and effectively explain the importance of choosing a health plan, and how to access services once enrolled. Contractor will not steer applicants to a specific plan or make the choice on their behalf. However, Contractor can help the applicant check the health plan provider network to see if desired health care providers are participating.
- 1.6 Contractor and all enrollment personnel will participate in KidsCare and Health-e-Arizona training, provided by the AHCCCS Administration, to become familiar with KidsCare eligibility, the Health-e-Arizona application process, privacy, and confidentiality policies. Contractor must provide a system to monitor and guarantee organizational adherence to policies.
- 1.7 Contractor may conduct allowable community outreach and education activities as specified in paragraph two (2).
- 1.8 Adhere to Arizona Revised Statute (A.R.S. § 36-2988(I)) when collaborating with schools or school districts.

“A school district may perform outreach and information activities that relate to this article, with permission of the school principal and school district. The Administration and contractors may collaborate with entities such as community based organizations, faith


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based organizations, schools and school districts for outreach and information activities related to this article. Outreach and information activities shall not include delivery of services, screening activities, eligibility determination or enrollment related to this article. Outreach and information activities include promotion of health care coverage, participation in school events, and distribution of applications and materials to pupils and their families. Outreach and information activities performed by the Administration, contractors or a school district shall not reduce or interfere with classroom instruction time” (Laws 2007, Chapter 263, Section 13).

- 1.9 Assist with community education about KidsCare utilizing KidsCare educational materials created by the AHCCCS Administration. (All educational materials must be consistent with KidsCare Outreach Campaign style guidelines and approved by AHCCCS Community Relations before distribution.) The Enrollment Assistance Partner may customize campaign materials specific to their local community activities, but the material must have the designated statewide phone number and website when applicable. Pre-approved materials for Title XIX and Title XXI programs developed by AHCCCS will be accessible via the Internet to the Enrollment Assistance Partner. AHCCCS will also provide other materials designated to be distributed during outreach.
- 1.10 If located in Pima or Maricopa County, the contractor is required to participate in the KidsCare Coalition meeting. If located outside those counties, the contractor may begin and lead local KidsCare Coalition.

2. **Take part in allowable community outreach and education activities.** (Please consult the AHCCCS Administration when activities are not aligned with the activities listed)

- 2.1. Contact potentially eligible families, for example: direct mail in local communities, partnerships with school or other educational settings, churches, service groups, early childhood education and health partnerships, health care providers, hospitals, non-profit organizations, small businesses, chambers of commerce, and corporate entities such as grocery/retail stores. Our Partners should seek to coordinate with local and county government agencies or programs, such as human service agencies, Women, Infants, and Children (WIC), Head Start programs, and after school programs.
- 2.2. Public Service Announcements on television or radio.
- 2.3. Raising community awareness throughout the targeted geographic area, for example: meetings with or presentations to community/government leaders, local small businesses, neighborhood associations, rotary clubs, girl/boy scouts, etc.

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- 2.4. Out stationing of outreach personnel in community locations, for example churches, day care centers, WIC offices, health care facilities, county health departments, etc.
- 2.5. Disseminating KidsCare educational materials to potentially eligible families.
- 2.6. Conducting local KidsCare education campaigns such as back-to-school, Cover the Uninsured Week, or other campaigns in coordination with local community projects.


3. **Enrollment Assistance Partner Reporting**

All Contractors must submit a monthly report including previous month's performance measures and projected activities. The monthly report shall include various performance indicators and information designed to measure the effectiveness of the Enrollment Assistance Partner.


Reports should include at least the following:

- 3.1. Monthly and cumulative number of children referred using Health-e-Arizona;
- 3.2. Monthly and cumulative number of families assisted with the AHCCCS/KidsCare renewal process;
- 3.3. Monthly and cumulative number of families educated about KidsCare and value of health coverage for kids;
- 3.4. Number of families presenting at your sites referred with their KidsCare Application mailing or from KidsCare website;
- 3.5. Summary of active community partnerships/coalitions or other activities to identify and assist uninsured children;
- 3.6. Resources on-hand & upcoming resource needs (brochures, posters, KidsCare Outreach Toolkits, applications for AHCCCS Health Insurance);
- 3.7. Testimonials or accounts of uninsured children or families connected to KidsCare;
- 3.8. Other pertinent community feedback or issues.

4. **Monthly Review**

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- 4.1 The contractor's work will be evaluated monthly against:
 - 4.1.1 The performance measures and activities reported in the Enrollment Assistance Partner Monthly Report as outlined above in "Enrollment Assistance Partner Reporting;"
 - 4.1.2 Commitment to follow your Method of Approach and proven ability to provide what was offered;
 - 4.1.3 Observance of your timeline and when AHCCCS should expect enrollment assistance to begin and how they will be maintained;
 - 4.1.4 Effectiveness of the contractor;
 - 4.1.5 Community feedback;
 - 4.1.6 Personal observance of activities and monitoring of KidsCare enrollment in contractor's targeted area(s) by AHCCCS personnel.
- 4.2 AHCCCS has contracted on the basis of the contractor's timeline and method of approach, any deviance from either, whether planned or unplanned, or whether or not within the realm of the contractor's influence must be discussed with the AHCCCS Administration. Only the AHCCCS Administration can decide if deviations from the original timeline and method of approach are acceptable.
- 4.3 If for any reason the contractor is found by the AHCCCS Administration to be uncooperative, ineffective, or not able to advance to the outreach portion of this contract, as outlined in the timeline, the Administration may invoke Special Terms and Conditions paragraph 6 or 7, or any of the other remedies available, depending upon the situation.

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APPLICATION:

Sign Acceptance of Funds (Exhibit A),

Respond to Questionnaire (Exhibit B)


The information required in Exhibits C; D; E; and F is data we are required to collect.

Complete Exhibit C. List all other sources of funding currently received from other State or public agencies, Federal agencies, non-profit organizations and any other sources that will be applied to the proposed grant. Please note that this grant does not require any matching funds.

Complete the Standard Data Collection Form, Exhibit D.

Describe your organization's Business Management System by completion of the Financial Systems Survey, Exhibit E.

Read and sign Exhibit F - Non-Construction Grants. This is required for all grants.

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PROGRAMMATIC REQUIREMENTS

1 The following restrictions and requirements shall apply to all proposals:

- 1.1. AHCCCS shall be responsible for overall management of the Enrollment Assistance Partners project. Partners will be provided a contact name and number for staff responsible for management of this project. A contract file shall be set up at AHCCCS.
- 1.2. Keep a copy of this solicitation and your grant proposal. If awarded, the Contractor shall be bound to the services listed by the grant proposal and based upon the solicitation, including all terms, conditions, specifications, amendments, etc.
- 1.3. The Contractor shall notify AHCCCS in writing, thirty (30) days in advance, of any changes in the program that will directly affect service delivery under the terms of the contract. No changes shall be implemented without the prior written approval of a formal contract amendment by AHCCCS
- 1.4. The Contractor shall be reimbursed upon receipt of an invoice and proof of payment from the Enrollment Assistance Partner. Partner shall submit a monthly report and a final report no more than thirty (30) days after the contract end. If awarded a contract, your organization must have sufficient funds to meet obligations for up to sixty (60) days while awaiting reimbursements from AHCCCS, no advances will be given.


2 Programmatic reports and requests for program and budget changes must be sent to:

KidsCare Outreach Coordinator
801 E Jefferson - MD 4100
Phoenix, AZ 85034


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Definition of Terms: As used in within this solicitation document, and any resultant contract, the terms listed below are defined as follows:


1. *"AHCCCS"* means the Arizona Health Care Cost Containment System – a managed health care program which pertains to health care services provided pursuant to A.R.S. 36-2903 et seq., and is also the name of the State agency.
2. *"Attachment"* means any item the Solicitation requires an Offeror to submit as part of the Offer.
3. *"Contract"* means the combination of the offerors response to this solicitation plus the entire solicitation, including the Instructions to Offerors, Contract Terms and Conditions, and Scope of Work; the Offer; any Final Proposal Revisions; any Solicitation Amendments or Contract Amendments; and any terms applied by law.
4. *"Contract Amendment"* means a written document signed by the Contracting Officer that is issued for the purpose of making changes in the contract.
5. *"Contractor Responsibilities"* means those provisions of this solicitation which specify the work and/or results to be achieved by the Contractor.
6. *"Contracting Officer"* means the person duly authorized by AHCCCS to enter into and administer Contracts and make written determinations with respect to the Contract, or his or her designee.
7. *"Contractor"* means a person who has a contract with AHCCCS, also referred to as Sub grantee or Enrollment Assistance Partner.
8. *"Days"* means calendar days unless otherwise specified.
9. *"Enrollment Assistance Partner"* means a Contractor under this grant.
10. *"Exhibit"* means any item labeled as an Exhibit in the Solicitation or placed in the Exhibits section of the Solicitation.
11. *"Gratuity"* means a payment, loan, subscription, advance, deposit of money, services or anything of more than nominal value, present or promised, unless consideration of substantially equal or greater value is received.
12. *"Health Plan"* means an organization which contracts with the AHCCCS Administration to administer the provision of a comprehensive package of AHCCCS covered acute and behavioral health care services to AHCCCS members enrolled with the health plan. This organization is also called a Program Contractor.

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13. "*May*" indicates something that is not mandatory but permissible.
14. "*Non – Profit 501 (c) (3) Organization*" means an organization that has received a letter from the IRS determining it qualifies for a 501 (c) (3) tax-exemption status.
15. "*Offer*" means bid, proposal or quotation.
16. "*Offeror*" means a vendor who responds to a Solicitation.
17. "*Program Contractor*" means an organization, which contracts with the AHCCCS Administration to execute the provision of a comprehensive package of services that can include acute care, behavioral health services and long term care services to AHCCCS members enrolled with the program contractor. *This organization is usually a health plan.*
18. "*Shall, Must*" indicates a mandatory requirement. Failure to meet these mandatory requirements may result in the rejection of a proposal as non-responsive.
19. "*Should*" indicates something that is recommended but not mandatory. If the offeror fails to provide recommended information, the State may, at its sole option, ask the offeror to provide the information or evaluate the proposal without the information.
20. "*Solicitation*" means a Grant Application, Invitation for Bids ("IFB"), a Request for Proposals ("RFP"), or a Request for Quotations ("RFQ").
21. "*Solicitation Amendment*" means a written document that is authorized by the Contracting Officer and issued for the purpose of making changes to the Solicitation.
22. "*State*" means the State of Arizona.
23. "*Subcontract*" means any Contract, express or implied, between the Contractor and another party or between a subcontractor and another party delegating or assigning, in whole or in part, the making or furnishing of any material or any service required for the performance of the Contract.

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1. **Advertising and Promotion of Contract:** The Contractor shall not advertise or publish information for commercial benefit concerning this contract without the prior written approval of the Contracting Officer.
2. **Amendments:** This Contract is issued under the authority of the Contracting Officer who signed this Contract. The Contract may be modified only through a Contract Amendment within the scope of the Contract unless otherwise permitted by the Special Terms and Conditions. Changes to the Contract, including the addition of work or materials, the revision of payment terms, or the substitution of work or materials, directed by an unauthorized State employee or made unilaterally by the Contractor are violations of the Contract and of applicable law. Such changes, including unauthorized written Contract Amendments shall be void and without effect, and the Contractor shall not be entitled to any claim under this Contract based on those changes.
3. **Arizona Law:** The law of Arizona applies to this contract including, where applicable, the Uniform Commercial Code, as adopted in the State of Arizona.
4. **Arizona Procurement Code:** The Arizona Procurement Code, A.R.S. Title 41, Chapter 23, and its implementing rules, Arizona Administrative Code Title 2, Chapter 7, is a part of this Contract as if fully set forth in it.
5. **Assignment and Delegation:** The Contractor shall not assign any right nor delegate any duty under this contract without prior written approval of the Contracting Officer, who will not unreasonably withhold such approval.
6. **Audits and Inspections:**
 - 6.1 The Contractor shall comply with all provisions specified in A.R.S. 35-214 and 35-215 and AHCCCS policies and procedures relating to the audit of Contractor's records and the inspection of Contractor's facilities. Contractor shall fully cooperate with AHCCCS staff and allow them reasonable access to Contractor's staff, subcontractors, members, and records.
 - 6.2 At any time during the term of this contract, and five (5) years thereafter, the Contractor's or any subcontractor's books and records shall be subject to audit by AHCCCS and, where applicable, the federal government, to the extent that the books and records relate to the performance of the contract or subcontracts.
 - 6.3 AHCCCS and the federal government may evaluate through on-site inspection or other means, the quality, appropriateness and timeliness of services performed under this contract.
7. **Availability of Funds for the Next Fiscal Year:** Funds may not presently be available for performance under this Contract beyond the current fiscal year. No legal liability on the part of the State for any payment may arise under this Contract beyond the current fiscal year until funds are made available for performance of this Contract. The State shall make reasonable efforts to secure such funds.


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8. **Cancellation for Conflict of Interest:** Pursuant to A.R.S. 38-511, AHCCCS may cancel this contract within three (3) years after Contract execution without penalty or further obligation if any person significantly involved in initiating, negotiating, securing, drafting or creating the Contract on behalf of AHCCCS is or becomes at any time, while the Contract or an extension of the Contract is in effect, an employee of or a consultant to any other party to this Contract with respect to the subject matter of the Contract. The cancellation shall be effective when the Contractor receives written notice of the cancellation, unless the notice specifies a later time. If the Contractor is a political subdivision of the State, it may also cancel this Contract as provided in A.R.S. 38-511.
9. **Compliance with Applicable Laws:** The materials and services supplied under this Contract shall comply with all applicable federal, state and local laws, and the Contractor shall maintain all applicable licenses and permit requirements.
10. **Contract Claims:** All contract claims or controversies under this contract shall be resolved according to A.A.C. Title 9, Chapter 34 and rules adopted thereunder.
11. **Contract Order of Precedence:** In the event in the provisions of the contract, as accepted by AHCCCS and as they are amended, the following shall prevail in the order set forth below:
 - 11.1 Special Terms and Conditions;
 - 11.2 Uniform Terms and Conditions;
 - 11.3 Statement or Scope of Work;
 - 11.4 Specifications;
 - 11.5 Attachments;
 - 11.6 Exhibits;
 - 11.7 Documents, referenced or included in the solicitation.
 - 11.8 Terms and conditions of the accepted offer
12. **Contractor's Representations and Warranties:** All representations and warranties made by the Contractor under this Contract shall survive the expiration or termination hereof. In addition, the parties hereto acknowledge that pursuant to A.R.S. § 12-510, except as provided in A.R.S. § 12-529, the State is not subject to or barred by any limitations of actions prescribed in A.R.S., Title 12, Chapter 5.
13. **Delivery:** Unless stated otherwise in the contract, all prices shall be F.O.B. Destination and shall include all

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delivery and unloading at the destination.

14. **Exclusions:** Except as otherwise set forth in this Contract, there are no express or implied warranties of merchantability or fitness.
15. **Fitness.** The Contractor warrants that any material supplied to the State shall fully conform to all requirements of the Contract and all representations of the Contractor, and shall be fit for all purposes and uses required by the Contract.
16. **Force Majeure:**
 - 16.1 Except for payment of sums due, neither party shall be liable to the other nor deemed in default under this Contract if and to the extent that such party's performance of this Contract is prevented by reason of force majeure. The term "force majeure" means an occurrence that is beyond the control of the party affected and occurs without its fault or negligence. Without limiting the foregoing, force majeure includes acts of God; acts of the public enemy; war; riots; strikes; mobilization; labor disputes; civil disorders; fire; flood; lockouts; injunctions-intervention-acts; or failures or refusals to act by government authority; and other similar occurrences beyond the control of the party declaring force majeure which such party is unable to prevent by exercising reasonable diligence.
 - 16.2 Force Majeure shall not include the following occurrences:
 - 16.2.1 Late delivery of equipment or materials caused by congestion at a manufacturer's plant or elsewhere, or an oversold condition of the market;
 - 16.2.2 Late performance by a subcontractor unless the delay arises out of a force majeure occurrence in accordance with this force majeure term and condition; or
 - 16.2.3 Inability of either the Contractor or any subcontractor to acquire or maintain any required insurance, bonds, licenses or permits.
 - 16.3 If either party is delayed at any time in the progress of the work by force majeure, the delayed party shall notify the other party in writing of such delay, as soon as is practicable and no later than the following working day, of the commencement thereof and shall specify the causes of such delay in such notice. Such notice shall be delivered or mailed certified-return receipt and shall make a specific reference to this article, thereby invoking its provisions. The delayed party shall cause such delay to cease as soon as practicable and shall notify the other party in writing when it has done so. The time of completion shall be extended by Contract Amendment for a period of time equal to the time that results or effects of such delay prevent the delayed party from performing in accordance with this Contract.
 - 16.4 Any delay or failure in performance by either party hereto shall not constitute default hereunder or


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give rise to any claim for damages or loss of anticipated profits if, and to the extent that such delay or failure is caused by force majeure.

17. **Gratuities:** The Contracting Officer may, by written notice to the Contractor, immediately terminate this contract if it determines that employment or a gratuity was offered or made by the Contractor or a representative of the Contractor to any officer or employee of AHCCCS for the purpose of influencing the outcome of the procurement or securing the contract, an amendment to the contract, or favorable treatment concerning the contract, including the making of any determination or decision about contract performance. The Contracting Officer, in addition to any other rights or remedies, shall be entitled to recover exemplary damages in the amount of three times the value of the gratuity offered by the Contractor.
18. **Implied Contract Terms:** Each provision of law and any terms required by law to be in this contract are a part of this contract as if fully stated in it.
19. **Indemnification-Patent and Copyright:** The Contractor shall defend, indemnify and hold harmless AHCCCS against any liability including costs and expenses for infringement of any patent, trademark or copyright arising out of contract performance or use by AHCCCS of materials furnished or work performed under this contract. The Contracting Officer shall reasonably notify the Contractor of any claim for which it may be liable under this paragraph.
20. **Indemnification:**
 - 20.1 Contractor/Vendor Indemnification (Not Public Agency)


The parties to this contract agree that the State of Arizona, its departments, agencies, boards and commissions shall be indemnified and held harmless by the contractor for the vicarious liability of the State as a result of entering into this contract. However, the parties further agree that the State of Arizona, its departments, agencies, boards and commissions shall be responsible for its own negligence. Each party to this contract is responsible for its own negligence.
 - 20.2 Public Agency Language Only

Each party (“as indemnitor”) agrees to indemnify, defend, and hold harmless the other party (as indemnitee”) from and against any and all claims, losses, liability, costs, or expenses (including reasonable attorney’s fees) (hereinafter collectively referred to as ‘claims’)_arising out of bodily injury of any person (including death) or property damage but only to the extent that such claims which result in vicarious/derivative liability to the indemnitee, are caused by the act, omission, negligence, misconduct, or other fault of the indemnitor, its officers, officials, agents, employees, or volunteers.
21. **Inspection/Testing:** The contractor agrees to permit access to its facilities, subcontractor facilities and the contractor's processes for producing the materials, at reasonable times for inspection of the materials covered under this contract. AHCCCS shall also have the right to test at its own cost the materials to be supplied

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under this contract. Neither inspection at the contractor's facilities nor testing shall constitute final acceptance of the materials. If AHCCCS determines non-compliance of the materials, the contractor shall be responsible for the payment of all costs incurred by AHCCCS for testing and inspection.

22. **IRS W9 Form:** In order to receive payment under any resulting contract, the contractor shall have a current IRS W9 Form on file with the State of Arizona.
23. **Liens:** The Contractor warrants that the materials supplied under this contract are free of liens.
24. **No Parole Evidence:** This contract is intended by the parties as a final and complete expression of their agreement. No course of prior dealings between the parties and no usage of the trade shall supplement or explain any term used in this contract.
25. **No Waiver:** Either party's failure to insist on strict performance of any term or condition of the contract shall not be deemed a waiver of that term or condition even if the party accepting or acquiescing in the non-conforming performance knows of the nature of the performance and fails to object to it.
26. **Nonconforming Tender:** Materials supplied under this contract shall fully comply with the contract. The delivery of materials or a portion of the materials in an installment that do not fully comply constitutes a breach of contract. On delivery of nonconforming materials, AHCCCS may terminate the contract for default under applicable termination clauses in the contract, exercise any of its rights and remedies under the Uniform Commercial Code or pursue any other right or remedy available to it.
27. **Non-Discrimination:** The Contractor shall comply with State Executive Order No. 99-4, which mandates that all persons, regardless of race, color, religion, sex, national origin or political affiliation, shall have equal access to employment opportunities, and all other applicable federal and state laws, rules and regulations, including the Americans with Disabilities Act. The Contractor shall take positive action to ensure that applicants for employment, employees, and persons to whom it provides service are not discriminated against due to race, creed, color, religion, sex, national origin or disability.
28. **Non-exclusive Remedies:** The rights and the remedies of AHCCCS under this contract are not exclusive.
29. **Notices:** Notices to the Contractor required by this Contract shall be made by the Contracting Officer to the person indicated on the Offer and Acceptance form submitted by the Contractor unless otherwise stated in the Contract. Notices to AHCCCS required by the Contract shall be made by the Contractor to the Contracting Officer. An authorized Contracting Officer and an authorized Contractor representative may change their respective person to whom notice shall be given by written notice and an amendment to the Contract shall not be necessary.
30. **Offshore Performance of Work Prohibited:** Due to security and identity protection concerns, direct services under this contract shall be performed within the borders of the United States. Any services that are described in the specifications or scope of work that directly serve the State of Arizona or its clients and may involve access to secure or sensitive data or personal client data or development or modification of software

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for the State shall be performed within the borders of the United States. Unless specifically stated otherwise in the specifications, this definition does not apply to indirect or “overhead” services, redundant back-up services or services that are incidental to the performance of the contract. This provision applies to work performed by subcontractors at all tiers.

31. **Payments:** The Contractor shall be paid as specified in the Contract. Payment must comply with requirements of A.R.S. Title 35.
32. **Payment of Taxes by AHCCCS:** AHCCCS shall pay only the rate and/or amount of taxes identified in the Offer and in any resulting contract.
33. **Purchase Orders:** The contractor shall, in accordance with all terms and conditions of the contract, fully perform and shall be obligated to comply with all purchase orders received by the contractor prior to the expiration or termination hereof, unless otherwise directed in writing by the Contracting Officer, including, without limitation, all purchase orders received prior to but not fully performed and satisfied at the expiration or termination of this contract.
34. **Property of AHCCCS:** Any materials, including reports, computer programs and other deliverables, created under this contract are the sole property of AHCCCS. The Contractor is not entitled to a patent or copyright on those materials and may not transfer the patent or copyright to anyone else. The Contractor shall not use or release these materials without the prior written consent of the Contracting Officer.
35. **Records:** Under A.R.S. § 35-214 and § 35-215, the Contractor shall retain and shall contractually require each subcontractor to retain all data and other records (“records”) relating to the acquisition and performance of the Contract for a period of five years after the completion of the Contract. All records shall be subject to inspection and audit by the State at reasonable times. Upon request, the Contractor shall produce a legible copy of any or all such records at no cost to the State.
36. **Relationship of Parties:** The Contractor under this contract is an independent contractor. Neither party to this contract shall be deemed to be the employee or agent of the other party to the contract.
37. **Risk of Loss:** The Contractor shall bear all loss of conforming material covered under this Contract until received by authorized personnel at the location designated in the purchase order or Contract. Mere receipt does not constitute final acceptance. The risk of loss for nonconforming materials shall remain with the Contractor regardless of receipt.
38. **Right of Offset:** AHCCCS shall be entitled to offset against any amounts due the Contractor any expenses or costs incurred by AHCCCS concerning the Contractor's non-conforming performance or failure to perform the contract, including expenses, costs and damages described in the proceeding paragraphs.
39. **Right to Assurance:** If AHCCCS, in good faith, has reason to believe that the Contractor does not intend to perform or continue performing this contract, the Contracting Officer may demand in writing that the Contractor give a written assurance of intent to perform. The demand shall be sent to the Contractor by

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certified mail, return receipt required. Failure by the Contractor to provide written assurance within the number of days specified in the demand may, at the Contracting Officer's option, be the basis for terminating the contract.

40. **Severability:** The provisions of this contract are severable to the extent that any provision or application held to be invalid shall not affect any other provision or application of the contract, which may remain in effect without the invalid provision, or application.
41. **State and Local Transaction Privilege Taxes:** AHCCCS is subject to all applicable state and local transaction privilege taxes. Transaction privilege taxes apply to the sale and are the responsibility of the seller to remit. Failure to collect taxes from the buyer does not relieve the seller from its obligation to remit taxes.
42. **Stop Work Order:**
 - 42.1 AHCCCS may, at any time, by written order to the Contractor, require the Contractor to stop all or any part of the work called for by this Contract for a period of ninety (90) days after the order is delivered to the Contractor, and for any further period to which the parties may agree. The order shall be specifically identified as a stop work order issued under this clause. Upon receipt of the order, the Contractor shall immediately comply with its terms and take all reasonable steps to minimize the incurrence of costs allocable to the work covered by the order during the period of work stoppage.
 - 42.2 If a stop work order issued under this clause is canceled or the period of the order or any extension expires, the Contractor shall resume work. The Contracting Officer shall make an equitable adjustment in the delivery schedule or Contract price, or both, and the Contract shall be amended in writing accordingly.
43. **Subcontracts:** The contractor may, with the consent of the Contracting Officer, enter into written subcontract(s) for performance of certain of its functions under the contract. Subcontractors must be approved in writing by the Contracting Officer to the effective date of any subcontract.
 - 43.1 No subcontract which the contractor enters into with respect to performance under the contract shall in any way relieve the contractor of any responsibility for performance of its duties.
 - 43.2 The contractor shall give the Contracting Officer immediate notice in writing by certified mail of any action or suit filed and prompt notice of any claim made against the contractor by any subcontractor or vendor which in the opinion of the contractor may result in litigation related in any way to the contract with AHCCCS.
44. **Suspension or Debarment:** The Contracting Officer may, by written notice to the Contractor, immediately terminate this Contract if the Contracting Officer or the State determine that the Contractor has been debarred, suspended or otherwise lawfully prohibited from participating in any public procurement activity,

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including but not limited to, being disapproved as a subcontractor of any public procurement unit or other governmental body.

- 45. Tax Indemnification:** The contractor and all subcontractors shall pay all federal, State and local taxes applicable to its operation and any persons employed by the contractor. Contractor shall, and require all subcontractors, to hold the State harmless from any responsibility for taxes, damages and interest, if applicable, contributions required under Federal and/or State and local laws and regulations and any other costs including transaction privilege taxes, unemployment compensation insurance, Social Security and Worker's Compensation.
- 46. Termination for Convenience:** The Contracting Officer reserves the right to terminate the contract in whole or in part at any time when in the best interests of AHCCCS without penalty or recourse. The Contracting Officer shall give written notice by certified mail, return receipt requested, to the Contractor of the termination at least ninety (90) days before the effective date of the termination. In the event of termination under this paragraph, all documents, data and reports prepared by the Contractor under the contract shall become the property of and be delivered to the Contracting Officer. The Contractor shall be entitled to receive just and equitable compensation for work in progress, work completed and materials accepted before the effective date of the termination. The cost principles and procedures provided in A.A.C. R 2-7-701 shall apply.
- 47. Termination for Default:**
- 47.1 The Contracting Officer reserves the right to terminate this contract in whole or in part due to the failure of the Contractor to comply with any term or condition of the contract, to acquire and maintain all required insurance policies, bonds, licenses and permits, or failure to take corrective action as required by the Contracting Officer to comply with the terms of the contract. If the Contractor is providing services under more than one contract with AHCCCS, the Contracting Officer may deem unsatisfactory performance under one contract to be cause to require the Contractor to provide assurance of performance under any and all other contracts. In such situations, the Contracting Officer reserves the right to seek remedies under both actual and anticipatory breaches of contract if adequate assurance of performance is not received. The Contracting Officer shall mail written notice of the termination and the reason(s) for it to the Contractor by certified mail, return receipt requested.
- 47.2 In the event the Contractor requests a hearing prior to termination, AHCCCS is required by the Balanced Budget Act of 1997 to oversee the operation of the Contractor entity through appointment of temporary management prior to the hearing.
- 47.3 Upon termination under this paragraph, all documents, data, and reports prepared by the Contractor under the contract shall become the property of and be delivered to the Contracting Officer on demand.
- 47.4 The Contracting Officer may, upon termination of this contract, procure, on terms and in the manner


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that it deems appropriate, materials or services to replace those under this contract. The Contractor shall be liable for any excess costs incurred by AHCCCS in procuring the materials or services in substitution for those due from the Contractor.

48. **Third Party Antitrust Violations:** The Contractor assigns to AHCCCS any claim for overcharges resulting from antitrust violations to the extent that those violations concern materials or services supplied by third parties to the Contractor toward fulfillment of this contract.
49. **Arbitration:** The Parties to this Contract agree to resolve all disputes arising out of or relating to this contract through arbitration, after exhausting applicable administrative review, to the extent required by A.R.S. § 12-1518, except as may be required by other applicable statutes (Title 41).

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1. **Assignment of Contract and Bankruptcy:** This contract is voidable and subject to immediate cancellation by the Contracting Officer upon Contractor becoming insolvent or filing proceedings in bankruptcy or assigning rights or obligations under this contract without the prior written consent of the Contracting Officer.
2. **Authority to Contract:** This contract is issued under the authority of the Contracting Officer who signed this contract. Changes to the contract, including the addition of work or materials, the revision of payment terms, or the substitution of work or materials, directed by an unauthorized state employee or made unilaterally by the Contractor are violations of the contract and of applicable law. Such changes, including unauthorized written contract amendments, shall be void and without effect, and the Contractor shall not be entitled to any claim under this contract based on those changes.
3. **Choice of Forum:** The parties agree that jurisdiction over any action arising out of or relating to this contract shall be brought or filed in a court of competent jurisdiction located in the State of Arizona.
4. **Continuation of Performance Through Termination:** The contractor shall continue to perform, in accordance with the requirements of the contract, up to the date of termination, as directed in the termination notice.
5. **Conflict of Interest:** The Contractor shall not undertake any work that represents a potential conflict of interest, or which is not in the best interest of AHCCCS or the State without prior written approval by AHCCCS. The Contractor shall fully and completely disclose any situation that may present a conflict of interest. If the Contractor is now performing or elects to perform during the term of this contract any services for any AHCCCS health plan, provider or Contractor or an entity owning or controlling same, the Contractor shall disclose this relationship prior to accepting any assignment involving such party.
6. **Contract Cancellation (Immediate):** This contract is critical to AHCCCS and the agency reserves the right to immediately cancel the whole or any part of this contract due to failure of the contractor to carry out any material obligation, term or condition of the contract. The Contracting Officer shall issue a written notice of default effective at once and not deferred by any interval of time. Default shall be for acting or failing to act in any of the following:
 - 6.1 The contractor provides material that does not meet the specifications of the contract;
 - 6.2 The contractor fails to adequately perform the services set forth in the specifications of the contract;

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- 6.3 The contractor fails to complete the work required or furnish the materials required within the time stipulated in the contract;
- 6.4 The contractor fails to make progress in the performance of the contract and/or gives the Contracting Officer reason to believe that the contractor will not or cannot perform to the requirements of the contract.
- 6.5 The Contracting Officer may resort to any single or combination of the following remedies:
- 6.5.1 Cancel any contract;
- 6.5.2 Reserve all rights or claims to damage for breach of any covenants of the contract;
- 6.5.3 Perform any test or analysis on materials for compliance with the specifications of the contract. If the result of any test confirms a material non-compliance with the specifications, any reasonable expense of testing shall be borne by the contractor.
- 6.5.4 In case of default, the Contracting Officer reserves the right to purchase materials or to complete the required work in accordance with the Arizona Procurement Code. The Contracting Officer may recover reasonable excess costs from the contractor by:
- 6.5.4.1 Deduction from an unpaid balance;
- 6.5.4.2 Collection against the bid and/or performance bond; or
- 6.5.4.3 Any combinations of the above or any other remedies as provided by law.

7. Contract Cancellation (Minimum 10 Day): The Contracting Officer reserves the right to cancel the whole or any part of this contract due to failure by the contractor to carry out any material obligation, term or condition of the contract. The Contracting Officer shall issue written notice to the contractor for acting or failing to act as in any of the following:

- 7.1 The contractor provides material that does not meet the specifications of the contract;
- 7.2 The contractor fails to adequately perform the services set forth in the specifications of the contract;

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7.3 The contractor fails to complete the work required or furnish the materials required within the time stipulated by the contract;

7.4 The contractor fails to make progress in the performance of the contract and/or gives the Contracting Officer reason to believe that the contractor will not or cannot perform to the requirements of the contract.

7.5 Upon receipt of the written notice of concern, the contractor shall have a minimum of ten (10) days (Contracting Officer may determine a longer period) to provide a satisfactory response to the Contracting Officer. Failure on the part of the contractor to adequately address all issues of concern may result in the Contracting Officer resorting to any single or combinations of the following remedies.

7.5.1 Cancel any contract;

7.5.2 Reserve all rights or claims to damage for breach of any covenant of the contract;

7.5.3 Perform any test or analysis on materials for compliance with the specifications of the contract. If the result of any test confirms a material no-compliance with the specifications, any reasonable expense of testing shall be borne by the contractor;

7.5.4 In case of default, the Contracting Officer reserves the right to purchase materials, or to complete the required work in accordance with the Arizona Procurement Code. The Contracting Officer may recover reasonable excess costs from the contractor by;


7.5.4.1 Deduction from an unpaid balance;

7.5.4.2 Collection against the bid and/or performance bond; or

7.5.4.3 Any combination of the above or any other remedies as provided by law.


8. **Contract Disputes:** Contract disputes arising under A.R.S. § Title 36, Chapter 29 shall be adjudicated in accordance with AHCCCS Rules.

9. **Cooperation with other Contractors:** AHCCCS may award other contracts for additional work related to this contract and Contractor shall fully cooperate with such other contractors and AHCCCS employees or designated agents, and carefully fit its own work to such other


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contractors' work. Contractor shall not commit or permit any act which will interfere with the performance of work by any other contractor or by AHCCCS employees.

10. **Confidentiality of Records:** The contractor shall establish and maintain procedures and controls that are acceptable to AHCCCS for the purpose of assuring that no information contained in its records or obtained from AHCCCS or others carrying out its functions under the contract, shall be used or disclosed by it, its agents, officers or employees, except as required to efficiently perform duties under the contract. Persons requesting such information shall be referred to AHCCCS. The contractor also agrees that any information pertaining to individual persons shall not be divulged other than to employees or officers of the contractor as needed for the performance of duties under the contract, unless otherwise agreed to, in writing, by AHCCCS.
11. **Covenant Against Contingent Fees:** The Contractor warrants that no person or agency has been employed or retained to solicit or secure this contract upon an agreement or understanding for a commission, percentage, brokerage or contingent fee. For violation of this warranty, the Contracting Officer shall have the right to annul this contract without liability.
12. **Contract:**
 - 12.1 The contract between AHCCCS and the contractor shall consist of (1) the Request for Proposal (RFP) and any amendments thereto, and (2) the proposal submitted by the contractor in response to the RFP. In the event of a conflict in language between the two documents referenced, the provisions and requirements set forth and/or referenced in the RFP shall govern. However, AHCCCS reserves the right to clarify any contractual relationship in writing, and such written clarification shall govern in case of conflict with the applicable requirements stated in the RFP or the contractor's proposal. In all other matters not affected by the written clarification, if any, the RFP shall govern.
 - 12.2 The contract shall be construed according to the laws of the State of Arizona. The State of Arizona is not obligated for the expenditures under the contract until funds have been encumbered.
13. **Disclosure of Confidential Information:** The Contractor shall not, without prior written approval from the Contracting Officer, either during or after the performance of the services required by this contract, use, other than for such performance, or disclose to any person other than AHCCCS personnel with a need to know, any information, data, material, or exhibits created, developed, produced, or otherwise obtained during the course of the work required by this contract. This nondisclosure requirement shall also pertain to any information contained in reports, documents, or other records furnished to the Contractor by AHCCCS.

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14. **Effective Date:** The effective date of this contract shall be the date that the Contracting Officer signs the Offer and Award page of this document or January, 2008, whichever is later.
15. **Employees of the Contractor:** All employees of the Contractor employed or in performance of work under this Contract shall be employees of the Contractor at all times and not of AHCCCS. The Contractor shall comply with the Social Security Act, Workers' Compensation laws and unemployment laws of the State of Arizona as well as federal, state and local legislation relevant to the Contractor's business.
16. **Federal Immigration and Nationality Act:**
- The Contractor shall comply with all federal, state, and local immigration laws and regulations relating to the immigration status of their employees during the term of the contract. Further, the Contractor shall flow down this requirement to all subcontractors utilized during the term of the contract. The State shall retain the right to perform random audits of Contractor and subcontractor records or to inspect papers of any employee thereof to ensure compliance. Should the State determine that the Contractor and/or any subcontractors be found noncompliant, the State may pursue all remedies allowed by law, including, but not limited to: suspension of work, termination of the contract for default, and suspension and/or debarment of the Contractor.
17. **Fraud and Abuse:**
- 17.1 It shall be the responsibility of the Contractor to report all cases of suspected fraud and abuse by subcontractors, members or employees. The Contractor shall provide written notification of all such incidents to the Contracting Officer.
- 17.2 As stated in A.R.S. § 13-2310, incorporated herein by reference, any person who knowingly obtains any benefit by means of false or fraudulent pretenses, representations, promises or material omissions is guilty of a class 2 felony.
- 17.3 Contractors are required to research potential overpayments identified by a fraud and abuse investigation or audit conducted by AHCCCS. After conducting a cost benefit analysis to determine if such action is warranted, the Contractor should attempt to recover any overpayments identified due to erroneous, false or fraudulent billings.
18. **Incorporation by Reference:** This solicitation and all attachments and amendments, the Contractor's proposal, final proposal revision accepted by the Contracting Officer, and any approved subcontracts are hereby incorporated by reference into the contract.

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- 19. Independent Contractor:** The contractor represents himself/herself to be an independent contractor offering such services to the general public and shall not represent himself/herself or his/her employees to be an employee of the State of Arizona and/or AHCCCS. Therefore, the contractor shall assume all legal and financial responsibility for taxes, FICA, employee fringe benefits, workers compensation, employee insurance, etc.

20. Indemnification Clause:


Contractor shall indemnify, defend, save and hold harmless the State of Arizona, its departments, agencies, boards, commissions, universities and its officers, officials, agents, and employees (hereinafter referred to as "Indemnatee") from and against any and all claims, actions, liabilities, damages, losses, or expenses (including court costs, attorneys' fees, and costs of claim processing, investigation and litigation) (hereinafter referred to as "Claims") for bodily injury or personal injury (including death), or loss or damage to tangible or intangible property caused, or alleged to be caused, in whole or in part, by the negligent or willful acts or omissions of Contractor or any of its owners, officers, directors, agents, employees or subcontractors. This indemnity includes any claim or amount arising out of or recovered under the Workers' Compensation Law or arising out of the failure of such contractor to conform to any federal, state or local law, statute, ordinance, rule, regulation or court decree. It is the specific intention of the parties that the Indemnatee shall, in all instances, except for Claims arising solely from the negligent or willful acts or omissions of the Indemnatee, be indemnified by Contractor from and against any and all claims. It is agreed that Contractor will be responsible for primary loss investigation, defense and judgment costs where this indemnification is applicable. In consideration of the award of this contract, the Contractor agrees to waive all rights of subrogation against the State of Arizona, its officers, officials, agents and employees for losses arising from the work performed by the Contractor for the State of Arizona.

This indemnity shall not apply if the contractor or sub-contractor(s) is/are an agency, board, commission or university of the State of Arizona.

21. Insurance Requirements:

Contractor and subcontractors shall procure and maintain until all of their obligations have been discharged, including any warranty periods under this Contract, are satisfied, insurance against claims for injury to persons or damage to property which may arise from or in connection with the performance of the work hereunder by the Contractor, his agents, representatives, employees or subcontractors.

The insurance requirements herein are minimum requirements for this Contract and in no way limit the indemnity covenants contained in this Contract. The State of Arizona in no way warrants that the minimum limits contained herein are sufficient to protect the Contractor from liabilities that might arise out of the performance of the work under this contract by the Contractor, its

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agents, representatives, employees or subcontractors, and Contractor is free to purchase additional insurance.

21.1 Minimum Scope and Limits Of Insurance: Contractor shall provide coverage with limits of liability not less than those stated below.

21.1.1 Commercial General Liability – Occurrence Form

Policy shall include bodily injury, property damage, personal injury and broad form contractual liability coverage.

General Aggregate	\$1,000,000
Products – Completed Operations Aggregate	\$ 500,000
Personal and Advertising Injury	\$ 500,000
Blanket Contractual Liability – Written and Oral	\$ 500,000
Fire Legal Liability	\$ 25,000
Each Occurrence	\$ 500,000

21.1.1.1. The policy shall be endorsed to include the following additional insured language: “The State of Arizona, its departments, agencies, boards, commissions, universities and its officers, officials, agents, and employees shall be named as additional insureds with respect to liability arising out of the activities performed by or on behalf of the Contractor”.

21.1.1.2 Policy shall contain a waiver of subrogation against the State of Arizona, its departments, agencies, boards, commissions, universities and its officers, officials, agents, and employees for losses arising from work performed by or on behalf of the Contractor.


21.1.2 Automobile Liability

21.1.2.1. Bodily Injury and Property Damage for any owned, hired, and/or non-owned vehicles used in the performance of this Contract.

Combined Single Limit (CSL) \$500,000

21.1.2.2. The policy shall be endorsed to include the following additional insured language: “The State of Arizona, its departments, agencies, boards, commissions, universities and its officers, officials, agents, and employees shall be named as additional insureds with respect to liability arising out of the activities performed by or on behalf of the Contractor, involving automobiles owned, leased, hired or borrowed by the Contractor”.

21.1.3 Worker's Compensation and Employers' Liability


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Workers' Compensation	Statutory
Employers' Liability	
Each Accident	\$ 100,000
Disease – Each Employee	\$ 100,000
Disease – Policy Limit	\$ 100,000

21.1.3.1 Policy shall contain a waiver of subrogation against the State of Arizona, its departments, agencies, boards, commissions, universities and its officers, officials, agents, and employees for losses arising from work performed by or on behalf of the Contractor.

21.1.3.2 This requirement shall not apply to: Separately, EACH contractor or subcontractor exempt under A.R.S. 23-901, AND when such contractor or subcontractor executes the appropriate waiver (Sole Proprietor/Independent Contractor) form.

- 21.2 Additional Insurance Requirements: The policies shall include, or be endorsed to include, the following provisions:
The State of Arizona, its departments, agencies, boards, commissions, universities and its officers, officials, agents, and employees wherever additional insured status is required such additional insured shall be covered to the full limits of liability purchased by the Contractor, even if those limits of liability are in excess of those required by this Contract. The Contractor's insurance coverage shall be primary insurance with respect to all other available sources.
Coverage provided by the Contractor shall not be limited to the liability assumed under the indemnification provisions of this Contract.
- 21.3. NOTICE OF CANCELLATION: Each insurance policy required by the insurance provisions of this Contract shall provide the required coverage and shall not be suspended, voided, canceled, or reduced in coverage or in limits except after thirty (30) days prior written notice has been given to the State of Arizona. Such notice shall be sent directly to (State of Arizona Department Representative's Name & Address) and shall be sent by certified mail, return receipt requested.
- 21.4. ACCEPTABILITY OF INSURERS: Insurance is to be placed with duly licensed or approved non-admitted insurers in the state of Arizona with an "A.M. Best" rating of not less than A- VII. The State of Arizona in no way warrants that the above-required minimum insurer rating is sufficient to protect the Contractor from potential insurer insolvency.

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- 21.5 **Verification Of Coverage:** Contractor shall furnish the State of Arizona with certificates of insurance (ACORD form or equivalent approved by the State of Arizona) as required by this Contract. The certificates for each insurance policy are to be signed by a person authorized by that insurer to bind coverage on its behalf.


All certificates and endorsements are to be received and approved by the State of Arizona before work commences. Each insurance policy required by this Contract must be in effect at or prior to commencement of work under this Contract and remain in effect for the duration of the project. Failure to maintain the insurance policies as required by this Contract, or to provide evidence of renewal, is a material breach of contract.

All certificates required by this Contract shall be sent directly to (State of Arizona Department Representative's Name and Address). The State of Arizona project/contract number and project description shall be noted on the certificate of insurance. The State of Arizona reserves the right to require complete, certified copies of all insurance policies required by this Contract at any time. **DO NOT SEND CERTIFICATES OF INSURANCE TO THE STATE OF ARIZONA'S RISK MANAGEMENT SECTION.**


- 21.6 **Subcontractors:** Contractors' certificate(s) shall include all subcontractors as insureds under its policies or Contractor shall furnish to the State of Arizona separate certificates and endorsements for each subcontractor. All coverages for subcontractors shall be subject to the minimum requirements identified above.
- 21.7 **Approval:** Any modification or variation from the insurance requirements in this Contract shall be made by the Department of Administration, Risk Management Section, whose decision shall be final. Such action will not require a formal Contract amendment, but may be made by administrative action.

EXCEPTIONS: In the event the Contractor or sub-contractor(s) is/are a public entity, then the Insurance Requirements shall not apply. Such public entity shall provide a Certificate of Self-insurance. If the contractor or sub-contractor(s) is/are a State of Arizona agency, board, commission, or university, none of the above shall apply.

22. **Key Personnel:** It is essential that the contractor provide an adequate staff of experienced personnel, capable of and devoted to the successful accomplishment of work to be performed under this contract. The contractor must assign specific individuals to the key positions. Once assigned to work under the contract, key personnel shall not be removed or replaced without the prior written approval of AHCCCS' authorized representative and a copy to the Contracting Officer of record.

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23. **Licenses:** Contractor shall maintain in current status all federal, state and local licenses and permits required for the operation of the business conducted by the contractor.
24. **Lobbying:** No funds paid to the Contractor by AHCCCS, or interest earned thereon, shall be used for the purpose of influencing or attempting to influence an officer or employee of any federal or State agency, a member of the United States Congress or State Legislature, an officer or employee of a member of the United States Congress or State Legislature in connection with awarding of any federal or State contract, the making of any federal or State grant, the making of any federal or State loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment or modification of any federal or State contract, grant, loan, or cooperative agreement. The Contractor shall disclose if any funds other than those paid to the Contractor by AHCCCS have been used or will be used to influence the persons and entities indicated above and will assist AHCCCS in making such disclosures to CMS.
25. **No Guaranteed Quantities:** AHCCCS does not guarantee the Contractor any minimum or maximum quantity of services or goods to be provided under this contract.
26. **Non-exclusive Contract:** Any contract resulting from this solicitation shall be awarded with the understanding and agreement that it is for the sole convenience of AHCCCS. The state reserves the right to obtain like goods or services from another source when necessary.
27. **Other Contracts:** AHCCCS may undertake or award other contracts for additional or related work and the contractor shall fully cooperate with such contractors and state employees and carefully fit his own work to such additional work. The contractor shall not commit or permit any act which will interfere with the performance of work by any other contractor or by state employees. AHCCCS shall equitably enforce this section to all contractors to prevent the imposition of unreasonable burdens on any contractor.
28. **Ownership of Information and Data:**
- 28.1 Any data or information system, including all software, documentation and manuals, developed by Contractor pursuant to this contract, shall be deemed to be owned by AHCCCS. The federal government reserves a royalty-free, nonexclusive, and irrevocable license to reproduce, publish, or otherwise use and to authorize others to use for federal government purposes, such data or information system, software, documentation and manuals. Proprietary software which is provided at established catalog or market prices and sold or leased to the general public shall not be subject to the ownership or licensing provisions of this section.
- 28.2 Data, information and reports collected or prepared by Contractor in the course of

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performing its duties and obligations under this contract shall be deemed to be owned by AHCCCS. The ownership provision is in consideration of Contractor's use of public funds in collecting or preparing such data, information and reports. These items shall not be used by Contractor for any independent project of Contractor or publicized by Contractor without the prior written permission of the Contracting Officer. Subject to applicable state and federal laws and regulations, AHCCCS shall have full and complete rights to reproduce, duplicate, disclose and otherwise use all such information. At the termination of the contract, Contractor shall make available all such data to the Contracting Officer within thirty (30) days following termination of the contract or such longer period as approved by the Contracting Officer. For purposes of this subsection, the term "data" shall not include member medical records.


28.3 Except as otherwise provided in this section, if any copyrightable or patentable material is developed by Contractor in the course of performance of this contract, the federal government, AHCCCS and the State of Arizona shall have a royalty-free, nonexclusive, and irrevocable right to reproduce, publish, or otherwise use, and to authorize others to use, the work for state or federal government purposes. Contractor shall additionally be subject to the applicable provisions of 45 CFR Part 74 and 45 CFR Parts 6 and 8.

29. **Responsibility for Payments Indemnification:** The contractor shall be responsible for issuing payment for services performed by the contractor's employees and will indemnify and save AHCCCS harmless for all claims whatsoever growing out of the lawful demands of employees, subcontractors, suppliers or any other third party incurred in the furtherance of the performance of the contract. The contractor shall, at AHCCCS' request, furnish satisfactory evidence that all obligations of the nature hereinabove designated have been paid, discharged or waived.

30. **Term of Contract and Option to Renew:**

30.1 The initial term of this contract shall be for 12 months, dependent upon the availability of funds. There exists options to extend, again dependent on availability of funds, for a period not to exceed a total contracting period of five (5) years. The terms and conditions of any such contract extension shall remain the same as the original contract, as amended. All contract extensions shall be through contract amendment, and shall be at the sole option of AHCCCS.

30.2 When the Contracting Officer issues an amendment to extend the contract, the provisions of such extension will be deemed to have been accepted 60 days after the date of mailing by the Contracting Officer, even if the extension amendment has not been signed by the Contractor, unless within that time the Contractor notifies the Contracting Officer in writing that it refuses to sign the extension amendment. If the Contractor provides such

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notification, the Contracting Officer will initiate contract termination proceedings.

30.3 If the Contractor chooses not to renew this contract, the Contractor may be liable for certain costs associated with the transition of its members to a different Contractor. If the Contractor provides the Contracting Officer written notice of its intent not to renew this contract at least 180 days before its expiration, this liability for transition costs may be waived by the Contracting Officer.

31. **Termination - Availability of Funds:** Funds are not presently available for performance under this contract beyond the current fiscal year. No legal liability on the part of AHCCCS for any payment may arise under this contract until funds are made available for performance of this contract. AHCCCS shall make reasonable efforts to secure such funds.

32. **Type of Contract:** Firm Fixed-Price.


33. **Warranty of Services:** The Contractor warrants that all services provided under this contract will conform to the requirements stated herein. AHCCCS' acceptance of services provided by the Contractor shall not relieve the Contractor from its obligations under this warranty. In addition to its other remedies, the Contracting Officer may, at the Contractor's expense, require prompt correction of any services failing to meet the Contractor's warranty herein. Services corrected by the Contractor shall be subject to all of the provisions of this contract in the manner and to the same extent as the services originally furnished.

34. **Additional Guidelines for Exceptions to Terms and Conditions:**

If offerors take any exception to any term, condition or requirement included in this solicitation document, such exception shall be submitted to the Contract Specialist at least fourteen (14) days prior to the due date and time for receipt of proposals.


34.1 The offeror must understand that exceptions to the Uniform Terms and Conditions and exceptions to the Special Terms and Conditions are very rarely granted.

34.2 The exception is **approved only if the offeror receives the approval in writing.** If the exception is acceptable, AHCCCS will give written approval and will often do a written amendment to the solicitation. Any exceptions not addressed or not responded to by the Contract Specialist are denied.

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35. Current Terms and Conditions

The latest edition of the Arizona Uniform General Terms and Conditions and Uniform Instructions to Offerors is incorporated into this Request for Grant Applications by reference. Copies may be obtained from the State of Arizona Procurement Office at (602) 542-5511. The State Procurement website is: <http://www.azeps.az.gov/PoliciesDocuments/index.htm>.


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Checklist:

Use the following list to make sure your Grant Application for KidsCare Enrollment Assistance is complete and meets the requirements specified in this request for grant applications:

- π 1. One (1) original copy marked “original” and six (6) additional copies
- π 2. Table of contents
- π 3. Complete and sign Offer and Acceptance form (SPO form 203)
- π 4. Funds requested page, Exhibit A, complete and sign
- π 5. Questionnaire, Exhibit B, complete and sign
- π 6. Other Funding Sources Exhibit C, complete and sign
- π 7. Standard Data Collection Form, Exhibit D, complete
- π 8. Financial Systems Survey, Exhibit E, complete and sign
- π 9. Non-Construction Grants, Exhibit F, sign
- π 10. Face sheets for solicitation amendments, sign
- π 11. Page numbers are included on all pages, in sequence, 12 point font or larger and single-spaced, with one inch margins or wider.
- π 12. All documents requiring signatures should have ORIGINAL signatures.
- π 13. Submitted stapled at left corner
- π 14. When submitting your application, insure your organization name and the Request for Grant Application Number YH08-0004 is CLEARLY marked on the outside of the SEALED envelope/package.
- 15. It is the responsibility of each applicant to insure their application is delivered to AHCCCS by the due date and time. Allow for such contingencies as heavy traffic, weather, directions, parking, security, etc.

Please note that items 2 – 10 above constitute your Grant Application.

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Exhibits:

- Exhibit A: Funds Requested
- Exhibit B: Questionnaire -method of performance
- Exhibit C: Other funding Sources
- Exhibit D: Standard Data Collection Form
- Exhibit E: Financial Systems Survey
- Exhibit F: Non-Construction Grants


	EXHIBIT A FUNDS REQUESTED		AHCCCS Arizona Health Care Cost Containment System
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Exhibit A
Funds Requested Page

1. The offeror must state a firm, fixed total guaranteed not-to-exceed amount of funds requested for the proposed program to serve as a KidsCare Enrollment Assistance Partner.

\$ 2,700 Total Funds Requested to cover Health-e-Arizona subscription for the initial cost of \$1,500 and April, May, and June at a cost of \$400 per month and a total cost of \$1,200. I also am aware that this grant is for the period of January, 2008 through June 30, 2008.

2. Are you submitting this application for your proposed program as a faith-based organization?

YES _____

NO _____

Authorized Signature _____ Date _____

Job Title _____


	EXHIBIT B METHOD OF PERFORMANCE FOR APPLICATION ASSISTANCE PARTNERS QUESTIONNAIRE		AHCCCS Arizona Health Care Cost Containment System
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EXHIBIT B

Method of Performance for Application Assistance Partners Questionnaire

The following information is required, please respond to all questions.

Please answer the following questions, within limitations stated, the shorter the better:


1. Describe your organization, its mission and goals. (1 page)
2. Identify and describe in terms of the population the selected geographic area and the target community you plan to serve. How many families, children, and adolescents, not currently on AHCCCS will reached? What languages are spoken? How are you linked to your target community? (1page)
3. What approach and strategies will be used to identify and reach individual families in target community you plan to serve? (1 page)
4. What plans do you have to reach out beyond that community to enroll families, children, and adolescents in AHCCCS programs not in your target community? (1 page)
5. Provide a timeline for the next 12 months on how you plan to provide enrollment assistance to your target community, and then when you plan to expand your visibility and availability to beyond your target community. Include how you are implementing the plans and approaches above. (no limit)
6. Describe the physical setting (s) you plan to use to assist people with their Health-e-Arizona applications. List all addresses offices and other locations where you plan to use the Health-e-Arizona application and what hour's staff and volunteers will be available to provide enrollment assistance, at what locations. (no limit)
7. Describe your approach to enrollment assistance and follow-up to ensure the best effort is made to submit complete applications. Keep in mind that many of the applicants may need assistance understanding and locating required documentation. (3 pages)

	EXHIBIT B METHOD OF PERFORMANCE FOR APPLICATION ASSISTANCE PARTNERS QUESTIONNAIRE		AHCCCS Arizona Health Care Cost Containment System
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8. Do you currently help applicants for AHCCCS programs using paper applications and / or do you help applicants with other applications, if so describe? (1 page)
9. Please describe your previous experience with AHCCCS KidsCare and other AHCCCS programs? (2 pages)
10. By name, list personnel who will be using Health-e-Arizona to provide enrollment assistance, be sure to include if staff or volunteers have familiarity with the computer, mouse and keyboard, and experience filling out paper applications for AHCCCS programs. Below is a sample table for submitting information. (no limit)

Name	Staff or volunteer	Languages spoken and proficiency	Locations where person works and hours at that location	Familiar with computer, keyboard and mouse	Experience helping applicants for AHCCCS programs using paper applications

11. Please submit a copy of your annual budget and your last quarter's balance sheets. (no limit)
12. Please tell us what other sources of revenue you have, the purpose of the funding, the length of the funding, and its expiration date. If you receive private funds from someone who does not want his name released, list him as anonymous. (no limit)

	EXHIBIT B METHOD OF PERFORMANCE FOR APPLICATION ASSISTANCE PARTNERS QUESTIONNAIRE		AHCCCS Arizona Health Care Cost Containment System
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13. AHCCCS is seeking Enrollment Assistance Partners who can sustain in some way aiding applicants in the application process. In what ways do you plan to continue with these services when the grant ends? Do you have other continuing fund sources which share this mission? (no limit)

I certify that the responses in this Questionnaire are complete and accurate, and reflect the services our organization expects to perform.

Authorized Signature _____ Date _____

JobTitle _____


	EXHIBIT C DISCLOSURE FORM OF OTHER FUNDING SOURCES		AHCCCS Arizona Health Care Cost Containment System
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Exhibit C
Disclosure of Other Funding Sources

Please list all other funding that your organization currently receives from State or Public Agencies, Federal Agencies, Non-Profit Organizations, or any other source providing funding for the proposed program*. Use a continuation sheet if necessary. The following form may be reproduced with word processing software or another form may be created that contains all the information requested.

Type of Funding (Federal, State, local, other)	Received From	Purpose of Funding	Amount
TOTAL:			

*This table should include only those funds that will support the program detailed in this application, or are paying a part or all of the costs of an asset used with this grant.

Authorized Signature_____ Date_____

Job Title_____


	EXHIBIT D STANDARD DATA COLLECTION FORM GRANT MANAGEMENT INFORMATION SYSTEM(GMIS)		AHCCCS Arizona Health Care Cost Containment System
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EXHIBIT D

Standard Data Collection Form for the Grant Management Information System (GIMS)

D-1. Agency Information:

Program Name (if applicable) _____

Agency _____ Contact Person _____

Address _____ Position _____

Address _____ Email _____

City, State, Zip _____ Phone _____ x _____ Fax _____


County _____

Employer Identification Number: _____

Agency Classification: _____ State Agency _____ County Government _____ Local Government
 _____ Schools _____ Tribal _____ Faith Based _____ Other

Have you previously conducted business with the State using this EIN: Y N. If NO, please go to the following website, download the State of Arizona Substitute W-9 Form and submit with your application.
<http://www.ica.state.az.us/Forms/Substitute%20Form%20W-9.pdf>

In which Congressional (Federal) District is your agency? Enter District # _____
<http://www.azredistricting.org> (click on Final Maps)

	EXHIBIT D STANDARD DATA COLLECTION FORM GRANT MANAGEMENT INFORMATION SYSTEM(GMIS)		AHCCCS Arizona Health Care Cost Containment System
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In which Legislative (State) District is your agency?
<http://www.azredistricting.org> (click on Final Maps)

Enter District # _____

Approximately how much FEDERAL funding will your organization expend in your current fiscal year?
 \$ _____

What is your organization's fiscal year-end date? _____

Accounting Method: _____ Cash _____ Accrual

Does your organization undergo an annual independent audit in accordance with OMB Circular A-133? Y
 N

Please provide contact information of the audit firm conducting your audit:

Agency _____

Address _____

Phone Number _____


D-2. Proposed Program Information / Description:

Amount requesting: _____

Service area of proposed program: _____

Target population of proposed program: _____

Number of participants to be served: _____

	EXHIBIT D STANDARD DATA COLLECTION FORM GRANT MANAGEMENT INFORMATION SYSTEM(GMIS)		AHCCCS Arizona Health Care Cost Containment System
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Please provide a brief description of the proposed program in 1 or 2 paragraphs.

D-3. Contact Information (Please copy this page as many times as needed.)

Program Agency – Indicates person with primary contact with AHCCCS and who is directly responsible for ensuring that the program plan is implemented. All future program correspondence will be sent to this person.

Fiscal Agency - Indicates person responsible for financial matters pertaining to this grant.

Collaborator – Indicates all persons/agencies who have been identified as a collaborator, partner, or host site as a requirement of this grant.

☐ Program Agency ☐ Fiscal Agency ☐ Collaborator

Agency _____ Contact Person _____

Address _____ Position _____

Address _____ Email _____

City, State, Zip _____ Phone _____ x _____ Fax _____

County _____



EXHIBIT D

**STANDARD DATA
COLLECTION FORM
GRANT MANAGEMENT
INFORMATION
SYSTEM(GMIS)**

AHCCCS

**Arizona Health Care Cost
Containment System**

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☐ Program Agency

☐ Fiscal Agency

☐ Collaborator

Agency _____ Contact Person _____

Address _____ Position _____

Address _____ Email _____

City, State, Zip _____ Phone _____ x _____ Fax _____

County _____

☐ Program Agency

☐ Fiscal Agency

☐ Collaborator

Agency _____ Contact Person _____

Address _____ Position _____

Address _____ Email _____

City, State, Zip _____ Phone _____ x _____ Fax _____

County _____


	EXHIBIT E FINANCIAL SYSTEMS SURVEY		AHCCCS Arizona Health Care Cost Containment System
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Exhibit E
Financial Systems Survey

Name of Applicant: _____

This is one of the standard surveys we use on grants.


Please answer every question by filling in the circle next to the correct answer. Attach materials and document comments as required.

As stewards of federal and state funds, AHCCCS contracts with and awards funds to organizations (regardless of how small or large) that are both capable of achieving project goals/objectives and upholding their responsibility for properly managing funds as they achieve those objectives.

This survey will be used primarily for initial monitoring of the organization. This survey may also be used in evaluating the financial capability of the organization in the award process. Deficiencies should be addressed for corrective action and the organization should consider procuring technical assistance in correcting identified problems.

E-1. GENERAL INFORMATION

1. Has your organization received a Federal or State Grant within the last two years?	<input type="radio"/> YES <input type="radio"/> NO
2. Has your organization completed an A-133 Single Audit within the past two years? If yes, please attach a complete copy of your A-133 Audit, including, but not limited to, your Management Letter, Findings and Questioned Costs.	<input type="radio"/> YES <input type="radio"/> NO
3. If your organization has not completed an A-133 Single Audit, have your financial statements been audited, reviewed or compiled by an independent Certified Public Accountant within the past two years? If yes, please attach a complete copy of the most recent audited, reviewed or compiled financial statements.	<input type="radio"/> YES <input type="radio"/> NO
4. Please attach a schedule showing the TOTAL federal funds (by granting agency) expended by your agency for the most recent fiscal year. Note: If your organization had an A-133 Single Audit, a copy of the "Schedule of Expenditures for Federal Awards" can be submitted	
5. Has your organization received funding from AHCCCS within the past two years? If yes, specify the grant contract numbers: _____	<input type="radio"/> YES <input type="radio"/> NO
6. Has your organization been granted tax-exempt status by the Internal Revenue Service?	<input type="radio"/> YES <input type="radio"/> NO <input type="radio"/> N/A

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7. If you answered YES to question #6, under what section of the IRS code? O 501 C (3) O 501 C (4) O 501 C (5) O 501 C (6) O Other. Specify: _____	
8. Does your organization have established policies related to salary scales, fringe benefits, travel reimbursement and personnel policies?	<input type="radio"/> YES <input type="radio"/> NO

E-2. FUNDS MANAGEMENT

1. Which of the following describes your organization's accounting system?	<input type="radio"/> Manual <input type="radio"/> Automated <input type="radio"/> Combination
2. How frequently do you post to the General Ledger?	<input type="radio"/> Daily <input type="radio"/> Weekly <input type="radio"/> Monthly <input type="radio"/> Other
3. Does the accounting system completely and accurately track the receipt and disbursements of funds by each grant or funding source?	<input type="radio"/> YES <input type="radio"/> NO
4. Does the accounting system provide for the recording of actual costs compared to budgeted costs for each budget line item?	<input type="radio"/> YES <input type="radio"/> NO
5. Are time and effort distribution reports maintained for employees working fully or partially on state or federal grant programs which account for 100% of each employee's time?	<input type="radio"/> YES <input type="radio"/> NO
6. Is your organization familiar with Federal Cost Principles (i.e. 2 CFR 220, 2 CFR 225, and 2 CFR 230)?	<input type="radio"/> YES <input type="radio"/> NO
7. How does your organization plan to charge common/indirect costs to this grant? NOTE: Those organizations using allocable direct charges must attach a copy of the methodology and calculations in determining those charges. Those organizations using a federally approved indirect cost rate must attach a copy of the approval documentation issued by the federal government.	<input type="radio"/> Direct Charges <input type="radio"/> Utilizing an Indirect Cost Allocation Plan or Rate

E-3. INTERNAL CONTROLS

1. Are duties of the bookkeeper/accountant segregated from the duties of cash receipt or cash disbursement?	<input type="radio"/> YES <input type="radio"/> NO
---	---

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2. Are checks signed by individuals whose duties exclude recording cash received, approving vouchers for payment and the preparation of payroll?	<input type="radio"/> YES <input type="radio"/> NO
3. Are all accounting entries and payments supported by source documentation?	<input type="radio"/> YES <input type="radio"/> NO
4. Are cash or in-kind matching funds supported by source documentation?	<input type="radio"/> YES <input type="radio"/> NO
5. Are employee time sheets supported by appropriately approved/signed documents?	<input type="radio"/> YES <input type="radio"/> NO
6. Does the organization maintain policies that include procedures for assuring compliance with applicable cost principles and terms of each grant award?	<input type="radio"/> YES <input type="radio"/> NO

E-4 PROCUREMENT

1. Does the organization maintain written codes of conduct for employees involved in awarding or administering procurement contracts?	<input type="radio"/> YES <input type="radio"/> NO
2. Does the organization conduct purchases in a manner that encourages open and free competition among vendors?	<input type="radio"/> YES <input type="radio"/> NO
3. Does the organization complete some level of cost or price analysis for every major purchase?	<input type="radio"/> YES <input type="radio"/> NO
4. Does the organization maintain a system of contract administration to ensure Contractor conformance with the terms and conditions of each contract?	<input type="radio"/> YES <input type="radio"/> NO
5. Does the organization maintain written procurement policies and procedures?	<input type="radio"/> YES <input type="radio"/> NO

E-5 CONTACT INFORMATION

Please indicate the following information. In the event that AHCCCS has questions about this survey, this individual will be contacted.

Prepared By: _____

Job Title: _____

Date: _____

Phone/Fax/Email: _____

COMMENTS:


	EXHIBIT F NON-CONSTRUCTION GRANTS		AHCCCS Arizona Health Care Cost Containment System
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Exhibit F
ASSURANCES for NON-CONSTRUCTION PROGRAMS

This is one of the standard forms we use on grants.


As the duly authorized representative of the applicant, I certify that the applicant:

1. Will not use the funds attained under this grant to perform any construction as defined by A.R.S. 41-2503 Definitions, sub-paragraph 4, Construction

4. "Construction":
 - (a) Means the process of building, altering, repairing, improving or demolishing any public structure or building or other public improvements of any kind to any public real property.
 - (b) Does not include:
 - (i) The routine operation, routine repair or routine maintenance of existing facilities, structures, buildings or real property.
 - (ii) The investigation, characterization, restoration or remediation due to an environmental issue of existing facilities, structures, buildings or real property.


2. Will comply with all applicable requirements of all other Federal laws, executive orders, regulations, and policies governing this program.

SIGNATURE OR AUTHORIZED CERTIFYING OFFICIAL	TITLE
APPLICANT ORGANIZATION	DATE SUBMITTED

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HEALTH-E-ARIZONA OPERATING REQUIREMENTS

Computers	<p>You may use either a PC or Mac computer. Technical computer specifications for operating Health-e-Arizona are fairly minimal since it's an Internet application. At a minimum, your computer must have:</p> <p>A web browser</p> <p>Adobe Acrobat Reader software to view PDF images (free download from www.adobe.com)</p> <p>Connection to the Internet</p> <p>64MB RAM or higher is recommended.</p>
Browsers	<p>Internet Explorer 5.5 or higher: recommended version is 6.0 or higher. (Netscape may not be used because electronic signatures will not work with Netscape.)</p>
Internet Access	<p>High speed Internet connection is highly recommended. LAN, WAN, DSL, or Cable Modem.</p>
Print Capability	<p>The Fax Cover Sheets should be printed with at least 600x600 dpi. This will help ensure a quality output resolution so that the barcodes and other fields can be clearly recognized. Most inkjet or laser quality printers are sufficient.</p>
Fax Machine	<p>Fax machines should fax with at least 300x300 dpi. Most machines purchased within the last several years should meet this specification.</p>

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**Electronic
Signature Pad**

The software for the electronic signature is incorporated in the Health-e-Arizona. Both the software and the signature pads are from Topaz Systems Inc. (The Topaz Software electronic signature technology is compliant with State and Federal digital signature regulations.)


You will need to purchase signature pads for each computer that will be used for Health-e-Arizona applications. Recommended pad models are:

SigLite LCD 1x5 pad; and

SignatureGem LCD 1X5 pad.

Signature pads may be purchased from the Computime website

www.computimeonline.com. For additional information, contact a sales representative at 1-800-423-8826.

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Below are two agreements potential Health-e-Arizona users must click the “I Agree” button in order to be allowed to use the Health-e-Arizona web based system. This will show-up on your computer screen when you begin training.

Below is the text of the first agreement.

Health-e-Arizona User Confidentiality Agreement Text

By clicking the “I Agree” button below, I am stating that I have read and agree to the following statements regarding using the Health-e-Arizona (One-e-App) system:

- I will maintain the confidentiality of all applications and information which may be obtained or used to perform application assistance in accordance with applicable Federal, State and local laws, regulations, ordinances, and directives relating to confidentiality.
- I shall not release the name of any applicant to any party, without the prior written consent of the applicant or his/her lawful representative(s).
- If I use One-e-App to assist applicants with completing applications to health and social service programs:
- I understand that by assisting an applicant with completing an application in One-e-App that I am not deemed an employee, agent, or officer of the Arizona Health Care Cost Containment System (AHCCCS), KidsCare or the Arizona Department of Economic Security (DES).
- I will not use One-e-App to apply for benefits for myself, my family or my friends.
- I will not influence, coach, or recommend applicants to select any AHCCCS health plan.
- I will not charge or receive monetary payments from applicants for help with enrollment or assistance in completing or troubleshooting an application.
- I will not take payments for AHCCCS/KidsCare premiums from applicants.
- I will provide my services to all interested applicants and will not discriminate against any applicants based on race, color, religion, gender, age, sexual orientation or immigration status.

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Below is another agreement potential Health-e-Arizona users must click the “Agree” button in order to be allowed to use the Health-e-Arizona web based system. This will show-up on your computer screen when you begin training.

Below is the text of the second agreement.

**THE CENTER TO PROMOTE HEALTHCARE ACCESS, INC. (“LICENSOR”) END USER
LICENSE AGREEMENT**

PLEASE READ THE FOLLOWING AGREEMENT CAREFULLY.


You (“Licensee”) will be requested at the end of this End User License Agreement (the “EULA”) to indicate Licensee’s acceptance of these terms and conditions. By clicking on the “AGREE” button, Licensee will have accepted and agreed to be bound by these terms and conditions, and Licensee will also have confirmed that Licensee has the authority to agree to be so bound. IF LICENSEE DISAGREES WITH THE TERMS AND CONDITIONS OF THIS AGREEMENT OR DOES NOT HAVE AUTHORITY TO SO AGREE, LICENSEE SHALL SELECT “DISAGREE” AT THE BOTTOM OF THE SCREEN AND LICENSEE WILL BE REDIRECTED TO THE SIGN-UP SCREEN.

1. DEFINITIONS: The following terms, as they appear in this EULA, shall have the corresponding meanings set forth below for purposes of this EULA.

1.1 “Applicant” means the individual and any members of his or her household who are potential beneficiaries of government-funded health care or other benefits programs and whose Protected Health Information is disclosed to Licensee’s employees or independent contractors for purposes of the determination of their eligibility for such programs, pursuant to a valid Authorization and using the Software.


1.2 “Authorization” means the AUTHORIZATION FOR THE USE AND DISCLOSURE OF PERSONAL INFORMATION CONTAINED IN THIS APPLICATION, that is embedded in the Software and must be signed by the Applicant (or his or her authorized representative), prior to the use or disclosure of his or her specified Protected Health Information, by and to persons who are identified in the document for a purpose that is specified in the document and which otherwise contains all of the elements required by HIPAA and the CMIA for an authorization.

1.3 “CHCF” means the California HealthCare Foundation, a California non-profit public benefit

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corporation.

- 1.4 “CMIA”** means California’s Confidentiality of Medical Information Act” codified in the California Civil Code, Paragrah56 et seq.
- 1.5 “Derivative Works”** means a work that is based upon one or more preexisting works such as a revision, modification, change, enhancement, addition, translation, abridgement, condensation, expansion, or any other form in which such preexisting work may be recast, transformed, or adapted, and if prepared without authorization of the owner of the copyright in such preexisting work, would constitute copyright infringement. For purposes hereof, Derivative Works shall also include any compilation that incorporates such a preexisting work.
- 1.6 “Documentation”** means any text materials that set forth the functions, operations and use of the Software.
- 1.7 “Health Information”** (as defined under HIPAA) means any information, whether oral or recorded in any form or medium, that: (1) Is created or received by a health care provider, health plan, public health authority, employer, life insurer, school or university, or health care clearinghouse; and (2) Relates to the past, present, or future physical or mental health or condition of an individual; the provision of health care to an individual; or the past, present, or future payment for the provision of health care to an individual.
- 1.8 “Health Information”** (as defined under HIPAA) means any information, whether oral or recorded in any form or medium, that: (1) Is created or received by a health care provider, health plan, public health authority, employer, life insurer, school or university, or health care clearinghouse; and (2) Relates to the past, present, or future physical or mental health or condition of an individual; the provision of health care to an individual; or the past, present, or future payment for the provision of health care to an individual.
- 1.9 “HIPAA”** means the Health Insurance Portability and Accountability Act of 1996, including, without limitation, the privacy and security standards, requirements and implementation specifications adopted under 45 CFR Parts 160 and 164.
- 1.10 “Individually Identifiable Health Information”** (as defined under HIPAA) is information that is a subset of Health Information, including demographic information collected from an individual, and:
- (1) Is created or received by a health care provider, health plan, employer, or health care

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clearinghouse; and (2) Relates to the past, present, or future physical or mental health or condition of an individual; the provision of health care to an individual; or the past, present, or future payment for the provision of health care to an individual; and (i) That identifies the individual; or (ii) With respect to which there is a reasonable basis to believe the information can be used to identify the individual.

1.11 “Intellectual Property Rights” means any patent, copyright, trade secret, trademark, trade dress and any other intellectual property rights currently subsisting or arising in the future.

1.12 “License” shall have the meaning set forth in Section 2.1.

1.13 “Protected Health Information” means Individually Identifiable Health Information that is transmitted or maintained in electronic or any other form or media.


1.14 “Software” means the Internet-based computer program known as “One-e-App” including any updates or Derivative Works of the Software.

2. LICENSE

2.1 Grant. Licensors hereby grants to Licensee a royalty-free and fully paid-up, nonexclusive, revocable, nontransferable, license, without the right to sublicense to use the Software and (if any) Documentation (the “License”) for the following purposes:

- (a) Access the Software on-line via the Internet and use the Software solely for the purpose of streamlining eligibility screening, enrollment and case management of residents of Licensee’s county for local, state and federal public health or social services programs; and
- (b) Reproduce the Documentation (if any provided by Licensors) and incorporate all or any portion of the Documentation in documentation and training materials prepared by Licensee, in each case solely for internal use by Licensee for the purpose specified in Section 2.1(a) and provided that the copyright notices and other proprietary legends of CHCF are included on each copy of the Documentation and such materials.

2.2 If Principal Headquarters Located Outside of California. If Licensee’s principal headquarters are located outside of the State of California, Licensors reserves the right to charge Licensee a license fee in accordance with the terms and conditions set by Licensors in its sole discretion.

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2.3 Reservation of Intellectual Property Rights. The Software and Documentation involve valuable Intellectual Property Rights of CHCF. CHCF reserves all Intellectual Property Rights to the Software and Documentation. No title to or ownership of Intellectual Property Rights related to the Software or Documentation are transferred to Licensee under this EULA. CHCF retains all Intellectual Property Rights in and to the Software and Documentation and to all copies of the same, in and to the Software and Documentation and to all copies of the same, in whatever form contained.

3. OBLIGATIONS OF LICENSEE.

3.1 Limitations and Restrictions. Licensee shall:


- (a) Use the Software and Documentation solely for the purposes described in Section 2.1(a);
- (b) Not access the Software except as provided in Section 2.1(a), nor merge the Software with any other software, modify the Software in any way, or create any Derivative Works;
- (c) Not remove, alter or obscure any such notices on Documentation (if provided by Licensor); and
- (d) Not authorize any third party to access the Software (whether by disclosing user names, passwords or otherwise), nor transfer any of its rights or obligations in this EULA.

3.2 Compliance with Laws. Licensee shall comply with all applicable federal, state and local laws and regulations, including, without limitation, HIPAA, the CMIA and any applicable privacy and confidentiality protections provided under state law. Prior to using or disclosing the Protected Health Information of any Applicant, Licensee shall first obtain such Applicant's Authorization.

3.3 Protection Against Unauthorized Use. Licensee shall promptly notify Licensor of any unauthorized use of the Software or Documentation which comes to Licensee's attention. In the event of any unauthorized use by any of Licensee's employees, agents or representatives, Licensee shall use reasonable efforts to terminate such unauthorized use and to retrieve any copy of the Documentation (if any) in the possession or control of the person or entity engaging in such unauthorized use. Licensee shall immediately notify Licensor of any legal proceeding initiated by Licensee in connection with such unauthorized use.

4. TERMINATION

4.1 Termination At Will. Licensor may terminate this EULA upon delivery of written notice to

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Licensee.


4.2 Post-Termination. Upon termination of this EULA, Licensee shall promptly cease use of the Software and Documentation and destroy (and in writing certify such destruction) or return to Licensor all copies of Documentation (if any) then in Licensee's possession or control.

4.3 Survival. Sections 2.3, 3, 4, 5, 6 and 7 and all other provisions of this EULA which may reasonably be interpreted or construed as surviving the termination of this EULA, shall survive the termination of this EULA.

5. DISCLAIMER OF WARRANTIES

5.1 THE SOFTWARE AND THE DOCUMENTATION ARE PROVIDED "AS IS", WITHOUT WARRANTY OF ANY KIND, INCLUDING BUT NOT LIMITED TO: (A) ANY IMPLIED WARRANTY OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE; (B) ANY IMPLIED WARRANTY ARISING FROM COURSE OF PERFORMANCE, COURSE OF DEALING OR USAGE OF TRADE; AND (C) ANY OBLIGATION, LIABILITY, RIGHT, REMEDY, OR CLAIM IN TORT, NOTWITHSTANDING ANY FAULT, NEGLIGENCE, STRICT LIABILITY OR PRODUCT LIABILITY OF CHCF, THE CENTER, OR SUB-SUBLICENSOR (WHETHER ACTIVE, PASSIVE OR IMPUTED). LICENSOR DOES NOT WARRANT, GUARANTEE OR MAKE ANY REPRESENTATIONS REGARDING THE USE, OR THE RESULTS OF THE USE, OF THE SOFTWARE AND DOCUMENTATION IN TERMS OF ITS CORRECTNESS, ACCURACY, RELIABILITY, TIMELINESS, OR OTHERWISE. THE ENTIRE RISK AS TO THE RESULTS AND PERFORMANCE OF THE SOFTWARE AND DOCUMENTATION, INCLUDING, WITHOUT LIMITATION, LOSS OF DATA, IS ASSUMED BY THE LICENSEE. LICENSOR HAS NOT AUTHORIZED ANYONE TO MAKE ANY REPRESENTATION OR WARRANTY WITH RESPECT TO THE SOFTWARE AND THE DOCUMENTATION.

5.2 Damage Limitation. IN NO EVENT WILL LICENSOR OR CHCF HAVE ANY OBLIGATION OR LIABILITY (WHETHER IN CONTRACT, WARRANTY, TORT, PRODUCT LIABILITY OR OTHER CAUSE OF ACTION) FOR ANY INCIDENTAL, DIRECT, INDIRECT OR CONSEQUENTIAL DAMAGES OR LIABILITIES (INCLUDING, BUT NOT LIMITED TO, ANY LOSS OF REVENUE, PROFIT OR BUSINESS) EVEN IF LICENSOR OR CHCF OR ITS EMPLOYEES AND REPRESENTATIVES HAVE BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.

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6. INDEMNITY:

Licensee shall indemnify, defend and hold Licensor and CHCF and their respective officers, directors, employees and agents, harmless from and against any and all liabilities, claims, demands, suits and actions, including, without limitation, reasonable attorneys' fees and costs, arising out of or resulting from Licensee's use of the Software or Documentation, including, without limitation, from Licensee's or its employees', agents', or contractors' negligent act or omission, breach of contract, willful misconduct, breach of any of the obligations set forth in Section 3.2, or failure to comply with applicable laws and regulations.

7. MISCELLANEOUS:

Licensee acknowledges and understands that the rights and obligations under this EULA have been sublicensed from CHCF. Therefore, Licensee acknowledges and agrees that its obligations hereunder remain in effect for as long as it continues to possess or use the Software, and such obligations shall be for the benefit of CHCF and shall be directly enforceable by CHCF. In addition, all rights of Licensor under this EULA shall be directly enforceable by CHCF. Licensee will not assign (directly, by operation of law or otherwise) this EULA or any of its rights under this EULA without the prior written consent of Licensor. Any failure of Licensor to insist upon or enforce performance by Licensee under this EULA, or to exercise any rights or remedies under this EULA will not be interpreted or construed as a waiver or relinquishment of Licensor's right to assert or rely upon such provision, right or remedy in that or any other instance; rather the same will be and remain in full force and effect. Except as may be otherwise provided in a written agreement between Licensor and Licensee signed by both parties ("Written Agreement"), this EULA supersedes any and all prior agreements between Licensor and Licensee relating to the Software and/or Documentation. No amendment of this Agreement will be valid unless set forth in a written instrument signed by Licensor. If there is a conflict between this EULA and the terms of any Written Agreement, the terms of the Written Agreement shall control. This EULA will be interpreted, construed and enforced in all respects in accordance with the laws of the state of California without reference to its choice of law rules.

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